REQUEST FOR PROPOSAL (RFP)

Selection of Agency(s) for
Providing Language Training Management at Various SIIC Locations

BID NO: GEM/2026/B/8176541

Important Dates:

Date of commencement of RFP	17th October 2026
Pre-bid meeting. Virtual via MS Teams (Please Click Here to Join)	19th October 2026; 04:00 P.M.
Receipt of Queries	Only on GeM under representations section
Last Date and Time of submission of Bid	27th October 2026
Place of Submission of Proposals	Government e Marketplace (GeM)

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DISCLAIMER

1) **Issuing Authority:** This Request for Proposal (RFP) is issued by the **National Skill Development Corporation (NSDC)**, a not-for-profit public limited company incorporated under Section 8 of the Companies Act, 2013. NSDC functions under the aegis of the **Ministry of Skill Development and Entrepreneurship (MSDE), Government of India.**

2) **Purpose of the RFP:** The information contained in this RFP or subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of NSDC or any of its employees, advisors, or representatives, is provided on the terms and conditions set out in this RFP and is subject to change without prior notice.

3) **No Offer or Contractual Obligation:** This RFP is not a contract and shall not be construed as an offer or invitation to engage in a contract of any kind with any party. The sole purpose of this RFP is to provide interested parties with information to assist in the preparation of their proposals in response to this RFP. The issuance of this RFP does not imply any form of commitment or obligation on the part of NSDC.

4) **Independent Assessment:** This RFP includes certain statements, estimates, projections, targets, and forecasts based on current expectations, which reflect various assumptions and assessments arrived at by NSDC. Such assumptions and statements do not purport to contain all the information each applicant may require. Applicants are expected to conduct their own investigations and analysis and should not rely solely on the information provided in this RFP. NSDC shall not be responsible for the accuracy, adequacy, reliability, or completeness of any information contained herein.

5) **No Representation or Warranty:** NSDC, its employees, officers, agents, and advisors make no representation or warranty and shall incur no liability to any person, including any applicant, under any law, statute, rules or regulations, or under any doctrine of contract, tort, restitution, or otherwise, for any loss, expenses, or damages which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability, or completeness of the information provided in this RFP.

6) **Right to Modify or Cancel the Process:** NSDC reserves the right, in its sole discretion and without incurring any obligation or liability, to amend, modify, or terminate this RFP or the process without assigning any reason. NSDC is not bound to select any applicant or to award any contract pursuant to this RFP.

7) **No Claims Against NSDC:** Each applicant understands and agrees that it shall have no claim, right, or remedy against NSDC or its officers, employees, or advisors in the event that the RFP process is cancelled or modified at any stage, or for any reason whatsoever.

8) **Jurisdiction:** All disputes arising out of or in connection with this RFP process shall be subject to the exclusive jurisdiction of the competent courts in New Delhi, India.

9) **No Authorization for External Communication:** No person other than those authorized by NSDC in writing is permitted to give any information or make any representation not contained in this RFP. Any reliance on such unauthorized communication shall be at the sole risk of the applicant.

TENDER INFORMATION SUMMARY (TIS)

S. No.	Tender Reference	Description
1.	Definitions **(Ref. ITB Clause 1)**	
1.1	**SIIC**	Skill India International Centers
2.	**Tender Basic Details (Ref. ITB Clause 2)**	
2.1	Tender Number	**BID NO: GEM/2026/B/8176541**
2.2	Tender Title	Selection of Agency(ies) for Providing Language Training Management at Various SIIC Locations
2.3	Tender Type	RFP - Open Tender
2.4	No. of Covers	{Two packets}
2.5	Procuring Organization / Entity	National Skill Development Corporation 5th & 6th Floor, Kaushal Bhawan, New Moti Bagh, New Delhi-110023
3.	**Critical Dates (Ref. ITB Clause 2)**	
3.1	Bid publishing date	16th October 2026
3.2	Pre-Bid meeting date and time	19th October 2026; 04:00 P.M.
4.	**Pre-bid Meeting Details (Ref. ITB Clause 2)**	
4.1	Pre-Bid Meeting Venue	Online through MS Teams. Meeting link, date and time to be notified on GeM. (Please Click Here to Join) **Link:** https://teams.microsoft.com/meet/461509102324729?p=6UyJOpNUiXsYIulYsZ Meeting ID: 461 509 102 324 729 Passcode: Ys67ET9J
4.2	Mode of submission of Pre-bid Queries	Through GeM portal under representation section.
5.	Eligibility & Evaluation Criteria (Refer ITB Clause 5)	Refer Section II & III of the tender
6.	Assignment / Contract Duration	Three (3) years from the date of Contract Signing or issuance of the Purchase Order, whichever is earlier and further it may be extended for additional period subject to satisfactory performance.
7.	Language (Refer ITB Clause 9)	English
8.	Proposal Validity (Refer clause 12)	180 days
9.	Proposal / Bid Security (Refer Clause 16)	N.A.
10.	Clarification & Amendment (Refer Clause 19)	GeM
11.	**Submission, Opening and Evaluation**	
11.1	Availability of RFP document	GeM

11.2	Mode of Submission of Bid	GeM
11.3	Method of Selection	Method of selection is QCBS (Quality and Cost Based Selection) with Technical: Financial weightage of 70 : 30 Minimum technical qualifying score: 70 marks out of 100.
12.	**Other Details**	
12.1	Cost of Tender Document	Nil

S. No.	Tender Reference	Description
13	Technical Presentation by Bidder	Date and Time will be communicated with eligible vendor only during evaluation stage

Note: National Skill Development Corporation (NSDC) reserves the right to cancel the bid at any time or amend/ withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.

SECTION I: INSTRUCTIONS TO BIDDER (ITB)

A. General Provisions

1. Definitions

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

1.2 **"Applicable Law"** means any statute or the laws, regulation, rule, notification, rule of common law, judgment, order, decree, bye-law, clearance from any government authority and any other instruments having the force of law in India.

1.3 **"Agreement" or "Contract"** means a legally binding written agreement signed between the Client and the Bidder / Service Provider.

1.4 **"Bid"** (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services, or execution of works made in accordance with the terms and conditions set out in this RFP;

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

1.6 **"Client"** means **"NSDC"** i.e. "National Skill Development Corporation".

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

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

1.9 **"Government"** means the Government of India.

1.10 **"GeM"** means the Government e-Marketplace portal;

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

1.12 **"Joint Venture (JV) or Consortium"** means an association, with or without a legal personality distinct from that of its members, of two or more Bidders where one member is designated as the Lead Member and has the authority to conduct all business for and on behalf of the members of the JV or Consortium, and where all members are jointly and severally liable to the Client for the performance of the Contract.

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

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

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

1.16 **"Proposal"** means the Technical Proposal and the Financial Proposal of the Bidder.

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

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

1.19 **"Sub-Bidder/Contractor"** means an entity to whom the Bidder intends to

subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Contract.

1.20 "**Performance Security**" means a monetary or financial guarantee to be furnished by the Contractor for due performance of the contract placed on it.

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

2. Introduction

2.1 National Skill Development Corporation (NSDC), the client, intends to select an agency for **procurement of service / goods / works as stipulated in TIS (Basic details) (**hereinafter called "Bidders").

2.2 The Bidders interested in participating in this bid are invited to submit their Proposal (**as stipulated in TIS - Basic details**) against this RFP.

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

2.4 Pre-Bid meeting will be held at venue on date and time as stipulated in **TIS - Critical dates & Pre-bid details**. Attending any such pre-bid meeting is **optional** and is at the Bidder's expense if applicable.

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

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

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

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

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

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

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

2.12 Participating bidder has to upload the complete proposal along with all the stipulated

supporting documents on or before the bid submission last date and time on the portal as stipulated in **TIS Critical Dates** in the RFP. No consideration shall be given for delay in submission due to last-minute connectivity issue or portal issue or any other glitches.

3. Conflict of Interest

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

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

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

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

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

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

i. the preparation of the Terms of Reference for the assignment,
ii. the selection process for the Contract, or
iii. the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

4. Corrupt and Fraudulent Practices

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

4.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents, Experts, Sub-Bidders, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the

submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client.

5. Eligibility & Qualification Criteria

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

5.2 Detailed eligibility & Qualification criteria are given under **section as specified in TIS** of this RFP.

6. Duration of Assignment / Contract

6.1 The duration of the assignment / contract shall be as **specified in TIS** Assignment Duration.

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

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

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

9. Language

9.1 Unless otherwise stipulated in the **TIS**, the Proposal submitted by the bidder and all subsequent correspondence and documents relating to the Proposal exchanged between the Bidder and the Procuring Entity shall be written in the language specified in the **TIS** (hereinafter referred to as the 'Proposal Language'. If nothing is specified, the language shall be English). However, the language of any printed literature furnished by the Consultant in connection with its Proposal may be written in any other language provided a certified translation accompanies it in the Proposal language. For purposes of interpretation of the Proposal, translation in the language of the Proposal shall prevail.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the following documents as listed below

i. Documents for Eligibility Criteria as per Section II
ii. Documents for Evaluation Criteria as per Section III
iii. All applicable Forms as per section IV
iv. Any other documents requested under this RFP

11. Only One Proposal

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

11.2 Unless otherwise stipulated in the TIS, conditional offers, alternative offers, and multiple Proposals by a Consultant shall not be considered.

12. Proposal Validity

12.1 Unless specified to the contrary in the TIS, Proposals shall remain valid for a period not less than **180 days** from the deadline for the Proposal submission stipulated in TIS. A Proposal valid for a shorter period shall be rejected as non-responsive.

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

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

13. Extension of Proposal Validity Period

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

13.2 Extension of the validity of the Proposals shall be made without any change in the original Proposal.

13.3 The Consultant has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated and bid security (if any) will be returned after completion of evaluation process.

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

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

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

15. Benefits to MSEs and Startups

Unless otherwise specified in TIS, Benefits to MSEs shall be as follows:

15.1 Bidders registered as Micro and Small Enterprises (MSEs) as defined in Public Procurement Policy 2012 (as amended) issued by Ministry of Micro, Small and Medium Enterprises shall be exempted from the payment of EMD on submission of valid documentary proof. MSEs claiming exemption from EMD are required to

submit undertaking duly typed on bidder's letter head and signed by the authorized signatory with seal along with valid documents to proof the organization as MSEs.

15.2 MSE's bidders are also relaxed in terms of **Turnover and Experience** criteria (as mentioned in eligibility criteria) in lieu of GFR and Public Procurement Manual guidelines.

16. **Proposal / Bid Security:** Not Applicable

17. Sub-Contracting

17.1 Unless and until specified in TIS, the bidder shall not subcontract whole, or any part of the services awarded to them against the RFP.

18. Joint Venture

18.1 Joint Venture / Consortium is permitted under this RFP, subject to the following conditions:

18.1.1 A Consortium shall designate one member as the Lead Member. The Lead Member shall be authorized through a Power of Attorney executed by all consortium members to submit the Proposal, receive communications, represent the Consortium during evaluation and negotiations, and execute the Contract on behalf of the Consortium. All members shall be jointly and severally liable to NSDC.

18.1.2 The Consortium shall submit a duly executed Consortium Agreement / Memorandum of Understanding specifying the members, Lead Member, roles and responsibilities, scope of contribution and joint and several liability, and the agreement shall remain valid for the entire Contract period.

18.1.3 A member shall not participate, directly or indirectly, in more than one Proposal for this RFP. Each member shall satisfy the applicable legal, statutory and non-blacklisting requirements.

18.1.4 Eligibility requirements relating to relevant experience, project scale and human-resource capability may be demonstrated collectively by the Consortium members, unless a specific criterion requires a license or certification to be held by a single member. The financial turnover criterion shall be satisfied independently by the Lead Member / Bidder and shall not be aggregated across Consortium members.

18.1.5 The Recruitment Agent (RA) license requirement may be satisfied by any one Consortium member, provided that such member holds a valid MEA / Protector General of Emigrants Recruiting Agent Registration Certificate with an approved capacity of 1000+ and the Registration Certificate is at least Three (3) years old as on the tender issue date.

18.1.6 For a Consortium bid, at least one Consortium member shall hold a valid ISO/IEC 27001 certification (ISO/IEC 27000-series Information Security Management System certification) issued / certified before the tender issue date and valid on the bid submission date.

18.1.7 Any change in Consortium composition after submission shall require prior written approval of NSDC and shall be subject to applicable procurement rules.

18.1.8 Consortium members shall remain responsible for continuous participation and performance throughout the Contract period and shall participate in implementation / performance review meetings as required by NSDC.

19. Clarification and Amendment of RFP

19.1 The Bidder may seek clarification on any part of the RFP, only through the **method as provided in the TIS**. The Client may respond to all queries of the bidders (including an explanation of the query but without identifying its source) through **same method** only.

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

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

19.4 Bidders may regularly visit the GeM portal/ NSDC website for any corrigendum/addendum, updated information with respect to RFP and matter incidental thereto.

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

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

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

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

20. Firm/ Variable Price

20.1 **FIRM Price:** Unless otherwise stipulated in the TIS, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

20.2 **Price Variation Clause:** In case the RFP Documents require/ permit offers on a variable price basis, the price quoted by the bidder shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula stipulated in the RFP Document. If a bidder submits a firm price quotation against a variable price quotation requirement, that Proposal shall be prima-facie acceptable and considered further, taking the price variation asked for by bidder as nil.

20.3 **Taxes:** The Bidder, including its Sub-bidder and Experts, shall be responsible for meeting all tax liabilities arising from the Contract. However, any change in taxes during the currency of the Contract shall be adjusted as per the actual tax rates applicable during the Contract period.

21. Technical Proposal Format and Content

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

21.2 The Technical Proposal shall be prepared using the format provided in **"Section III & IV- Forms"** of the RFP.

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

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

22. Financial proposal Format and Content

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

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

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

22.4 A financial Proposal expressing the price of its services in another currency shall be

declared non-responsive.

C. Submission, Opening and Evaluation

23. Submission of Proposals

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

23.2 Only one copy of the proposal can be uploaded. An authorized representative of the Bidder shall sign the original submission letters in the required format for the Technical Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney forming a part of the submitted proposal.

23.3 A Proposal submitted by a Joint Venture / Consortium shall be signed by all members so as to be legally binding on all members, or by the authorized representative of the Lead Member acting under a written Power of Attorney signed by each member's authorized representative.

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

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

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

24. Confidentiality

24.1 From the time the Proposals are opened to the time the contract is awarded, the Bidder should not contact the Client on any matter related to its Technical Proposal and or financial proposal.

24.2 Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the selection process completed.

24.3 Any attempt by Bidders or anyone on behalf of Bidder to improperly influence the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.

24.4 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of selection, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

24.5 This document is meant for specific use by the Bidders interested in participating in the current tendering process. This document in its entirety is subject to Copyright Laws. Client expects the Bidder or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders shall be held responsible for any misuse of information contained in the document if such a circumstance is brought to the notice of the client. By downloading the document, the interested bidder is subject to confidentiality clauses.

25. Opening of Bid

25.1 As specified **number of packets in the TIS**, opening of bid shall be done.

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

25.2.1 **Opening of Technical proposal:** The Technical Proposal shall be opened first by the Client's Opening Committee / Procurement Team. All documents submitted by the bidders shall be made available to the Evaluation Committee for detailed examination and assessment of the Technical Proposal, including verification of eligibility criteria and compliance with the tender requirements.

25.2.2 **Opening of Financial proposal:** The Financial Proposal of only those bidders who have qualified in the Technical Proposal evaluation, including fulfillment of the eligibility criteria, shall be opened. The date and time for opening the Financial Proposal shall be as per the schedule communicated through the GeM portal or by the Client.

26. Evaluation of Technical Proposals

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

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

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

27. Opening of Financial Proposals and evaluation.

27.1 After the technical evaluation is completed and approved by the Committee, the Client shall notify those Bidders whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying criteria and/or min technical score (and shall provide information relating to the Bidder's overall technical score) that their proposal cannot be considered further and their Financial Proposals will remain unopened after completing the selection process and Contract signing. The Client shall simultaneously notify those Bidders whose technical proposals achieved minimum score.

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

27.3 The Financial Proposals shall be opened of those Bidders whose proposals have passed the minimum technical score. The Financial Proposals will then be inspected to confirm that they are as per the terms of RFP.

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

28. Method of Selection:

28.1 **Quality and Cost Based Selection (QCBS - 70:30):**

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

b. The calculation formula is given below:

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

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

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

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

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

Bidders Commercial Score = The evaluated bid price

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

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

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

c. The Technical Evaluation shall be carried out in accordance with Section III and Section IV. The maximum technical score under the evaluation framework is 100 marks.

d. The minimum qualifying score for the Technical Proposal shall be **70 marks out of 100**. Bids scoring below this threshold shall not be considered for Financial Evaluation.

e. In the event of a tie in the final QCBS score, the Bidder with the higher Technical Score shall be ranked higher. If the Technical Scores are also identical, NSDC may apply the tie-breaking mechanism specified in the applicable GeM / procurement rules.

f. The Client may, subject to applicable procurement rules and the provisions of the RFP, select one or more of the highest-ranked technically qualified Bidders based on project requirements, capacity and work allocation requirements.

g. No price matching to an L-1 bidder shall form part of the QCBS evaluation process. Financial proposals shall be evaluated on the three-year financial bid as specified in this RFP and the applicable GeM bid structure.

D. Negotiation & Award of Contract

29. Negotiations

29.1 The Bidder eligible shall execute the Contract with the NSDC for the award of assignment and will be requested for negotiation to review the terms and conditions carefully.

29.2 The negotiation may be held at the date and address confirmed by the client with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a contract on behalf of the Bidder.

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

29.4 Negotiations will be carried out for the following

29.4.1 **Technical Negotiation:** Includes discussion of Terms of Reference (ToRs), proposed methodology, the Client's inputs, conditions of the Contract, and finalizing the "Description of Services / terms of references" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

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

29.5 **Conclusion of negotiation:**

29.5.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Bidder's authorized representative.

29.5.2 If the negotiations fail, the Client shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity for the bidder to respond.

29.5.3 If disagreement persists, the Client shall declare the proposal nonresponsive, informing the Bidder of the reasons for doing so.

29.5.4 The Client shall invite the next-ranked responsive bidder to negotiate a Contract. Once the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

29.6 Abnormally low or high Bids can be checked for accuracy and understanding with respective Bidder/s.

29.7 NSDC reserves the right to award an assignment to one or more successful Bidder for any specific assignment, and the number will depend on the requirement.

30. Notice to proceed

30.1 NSDC may initially inform the successful bidder through an email regarding **(notice to proceed)** to start the work. The timeline will start from the date of notice to proceed.

31. Signing of the Contract

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

31.2 Signing of the agreement shall be done after acceptance of the contract documents by both the parties as per terms and conditions of the RFP.

32. Issuance of Purchase Orders

32.1 NSDC will issue a Purchase Order at the earliest to the selected bidders.

32.2 Unless otherwise stipulated in TIS, the Purchase Order (PO) will be issued on an annual basis or as Mutually agreed terms.

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

32.4 The performance and quality of services provided by the Bidder shall be reviewed on a continuous basis. In the event that performance is found to be unsatisfactory, the Client reserves the right to terminate the contract at its discretion by providing thirty (30) days' written notice to the Bidder. During this notice period, the Bidder shall ensure the handover and transfer of all knowledge, deliverables, software, and documents developed during the project to the Client or to any agency designated by the Client.

32.5 The Contract shall be valid for a period of three (03) years (may be extended for additional two (2) years subject to satisfactory performance) from the Effective Date, subject to annual performance review and NSDC's right to terminate for poor performance in accordance with the Contract. Any continuation beyond three (03) years shall require a formal written amendment and shall be subject to applicable procurement rules and approvals.

33. Performance Security

33.1 Unless otherwise stipulated in TIS, the successful bidder must submit the electronic performance bank guarantee for an amount of **5%** of the total contract value (including taxes) to the Client's within 10 days of award of the signing of contract / issuance of Purchase Order, whichever is earlier.

33.2 The Performance bank guarantee must be issued by a nationalized or scheduled bank only. Other banks' performance bank guarantee will not be accepted by the client.

33.3 The performance bank guarantee must be in the same format as given in the RFP.

33.4 If the Successful Bidder fails to furnish the performance bank guarantee within 10 days, it shall be lawful for the Client at its discretion to annul the award and forfeit bid security / EMD, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers', **debarring for 2 years** to participate in any tender, etc.

34. Modification in the Value / Scope of the contract

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

34.1.1 If the need arise, the requirement shall be increased or decreased as per GeM Guidelines.

34.1.2 In case of decrease in total quantity and project parameters, NSDC will give 15 days' written notice to the agency. The agency shall ensure that the required knowledge transfers and share other relevant documents of the project with the allocated team member of the agency.

SECTION II: ELIGIBILITY CRITERIA

S. No.	Eligibility Criteria	Documents / Copies to be Submitted
1	**Legal Entity / Consortium:** The Bidder must be a legally registered business entity in India under applicable laws such as the Companies Act, LLP Act, registered partnership/firm or Societies Registration Act. In case of a Consortium, each member shall be a legally registered entity and the Consortium shall submit a duly executed Consortium Agreement naming the Lead Member. The Lead Member and all members must have valid PAN and GST registration, as applicable. The entity must have been operational for at least **three (3) years** as of the date of publishing of this RFP.	• Certificate of Incorporation / Registration of each member, • Consortium Agreement / MoU • GST Registration Certificate(s) • PAN Card(s) • Power of Attorney in favour of Lead Member, and documentary proof of operational history.
2	**Financial Turnover**: The Bidder must have an average annual turnover of minimum INR 07 Crore or more during the last three financial years (FY 2022-23, 2023-24, and 2024-25) from services related to Language Training or similar skill development, recruitment and education services	• CA-certified statement with UDIN for each member contributing turnover, indicating turnover from Skill Development, Education, Recruitment or Language Training services; • Copies of relevant Purchase Orders (POs), Work Orders, or Candidate Completion Certificates.
3	**Relevant Experience:** The bidder should have demonstrable 3 or more years of experience in providing foreign language training, either independently or as an integral part of its international recruitment, workforce mobility, overseas placement, education, or skilling operations. The bidder should have successfully delivered foreign language training to Government institutions, educational institutions, corporate organizations, or candidates preparing for overseas education or employment using tools like Learning Management System (LMS) and AI-enabled tutoring. For a Consortium, relevant experience of the members may be aggregated.	• List of relevant projects on company letterhead, identifying the Consortium member that executed each project where applicable • Copies of Work Orders/ Agreements/Candidate Completion Certificates/ Client Letters or equivalent documentary evidence.

4	**Project Scale:** The Bidder / Consortium must have successfully executed at least one assignment in two different states that depicts diversification in operation covering various foreign languages (applicable language English / German / Japanese, etc.) preferably for any Government Department / Government Organization / PSU / Private Organization in the last three (3) years.	• Documentary proof such as Work Order/ Agreement/Candidate Completion Certificate/ or Client's Confirmation Letter, identifying the Consortium member that executed the assignment where applicable.
5	**Non-Blacklisting Declaration:** The Bidder and, in case of a Consortium, each Consortium member must not be debarred, blacklisted, or suspended by any Central / State Government Department, PSU, government-affiliated agency, or multilateral agency as of the date of submission. The Bidder / members must also not be involved in any ongoing litigation or arbitration that could impact their ability to deliver the project.	• Self-declaration on company letterhead, signed by Partner / Company Director / Authorized Signatory of the Bidder and, for Consortium bids, by each Consortium member.
6	**Human Resource Capability:** The Bidder / Consortium must have a qualified/empaneled pool of 20 Language Trainers / Faculty Members (per language 3 trainers preferably in English, German, Japanese, French, Arabic or any other foreign language), each holding at least a bachelor's degree and relevant Language Certification (e.g., IELTS, TOEFL, DELF, JLPT, etc., as applicable) with a minimum of 3 years of professional training experience. For a Consortium, this pool may be demonstrated collectively by the members.	• List of available trainers with qualifications and certifications, identifying the Consortium member employing / engaging each trainer; • Copies of trainer certificates / resumes (if applicable).
7	**Demonstrated Assistance in Placements:** The Bidder / Consortium must have placed candidates abroad for any of the applicable language-speaking countries for at least 3 years. At least one Bidder / Consortium member must hold a valid Recruitment Agent (RA) Registration Certificate issued by the Ministry of External Affairs / Protector General of Emigrants with an approved capacity of 1000+ and which is at least Three (3) years old as on the tender issue date.	• Copy of valid Recruitment Agent (RA) Registration Certificate issued by the Ministry of External Affairs / Protector General of Emigrants showing 1000+ approved capacity and issue / registration history demonstrating minimum Three (3) years age; list of candidates with placement proof (employment contract or offer letter).

8	**Information Security Certification (Consortium bids):** At least one Consortium member must hold a valid ISO/IEC 27001 certification (ISO/IEC 27000-series) issued / certified before the tender issue date and valid on the bid submission date. The certified member shall be identified in the bid and shall support the information-security obligations under the Contract.	• Copy of valid ISO/IEC 27001 certificate showing the certified entity/ certificate number, scope and validity; certificate issue / certification date must be before the tender issue date.

Note: -

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

ii. In case the Bidder fails to upload any of the documents specified above and corrigendum/addendum, if any, necessary for technical qualification, the Proposal is liable to be rejected without any further reference/ notice.

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

SECTION III: QUALIFICATION CRITERIA

Only those Bidders who meet all the **Eligibility Criteria** (Section II) shall be considered for Evaluation of Qualification Criteria.

S. No.	Evaluation Parameter	Evaluation Criteria / Scoring	Maximum Marks	Documents / Proof Required
1	Relevant Experience in Language Training Projects	Language Training Projects for Govt. / PSU / Govt.-affiliated bodies / Private entities (i) ≥ 5 projects: **20 marks** (ii) 3 - 4 projects: **10 marks** (iii) Minimum 2 projects: **5 marks**	20	• List of projects executed on company letter head • Copies of Work Orders / Agreements / Candidate Completion Certificates
2	Scale of Projects Executed (Number of Trainees)	(i) Projects executed in at least 2 States: **10 marks** (ii) Projects executed in at least 2 States: **5 marks**	10	• Project completion certificates showing number of trainees with candidate completion certificates • Client confirmation / report summaries
3	Presentation by Bidders	Evaluation of bidder presentation to the Evaluation Committee on for training methodology and approach: (i) Curriculum design and pedagogy (ii) Assessment mechanism (iii) Learner engagement strategy (iv) Use of digital / blended learning tools (v) Understanding of project objectives (vi) Demonstration of proposed approach and pedagogy (vii) Trainer delivery style and communication skills (viii) Use of innovative techniques / learning aids **Marks: 0–30** (Committee discretion based on performance)	30	• Presentation (PowerPoint / demonstration materials) to be submitted and presented before the Evaluation Committee. **Note**: If required, NSDC reserves the right to call the bidders for the presentation through online / offline mode.

4	Use of AI for Language Learning / Assessments	Demonstrated use of Artificial Intelligence (AI) for micro-assessment or micro-learning: **10 marks**	10	• Demonstration of the platform / app / pilot
5	Learning Management System (LMS)	Demonstrated use of IT Infrastructure for Learning Management System: **10 marks**	10	• Documentation showing the LMS details
6	Past Placement Records and History	Demonstrated History of International Placements: **20 Marks**	20	• Placement Records • Recruitment Agent License

Note:

- The Client reserves the right to seek clarifications, presentations, or demonstrations from bidders during evaluation. For Consortium bids, experience and capabilities may be considered collectively where the relevant criterion permits aggregation; licenses and certifications specifically required to be held by a single member shall be held by the identified Consortium member.
- The maximum Technical Score is 100 marks. For QCBS, the Technical Score shall carry 70% weightage, and the Financial Score shall carry 30% weightage. In case of a tie in the final QCBS score, the Bidder with the higher Technical Score shall be preferred.
- Only proposals that score at least 70 marks in Technical Evaluation will qualify for Financial Evaluation.

SECTION IV: FORMS

(Documents Comprising Technical & Financial Proposal)

Form 1: Technical Proposal Submission Form

RFP No.:
RFP Title:

{Location, Date}

To:
National Skill Development Corporation

5th & 6th Floor, Kaushal Bhawan,

New Moti Bagh, New Delhi-110023

Dear Sir / Madam,

We, the undersigned, hereby offer to provide the services for **[Insert title of assignment]** in accordance with your Request for Proposal No. **[Insert RFP Number]** dated **[Insert RFP Date]** and our Proposal.

We are hereby submitting our Proposal **{in case joint venture is allowed in RFP then insert a list with full name and the legal address of each member, and indicate the lead member}**, which includes the Technical Proposal and a Financial Proposal, submitted separately through the applicable procurement method.

We hereby declare that:

(i) All information and statements made in this Proposal are true, and we acknowledge that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or sanctions by the Client.
(ii) Our Proposal shall be valid and remain binding upon us for a period of **180 days** after the last date of submission.
(iii) If an extension of Proposal validity is required, our Proposal's validity will automatically extend for an additional **180 days** without any change in the original Proposal submitted by us and shall remain binding upon us.
(iv) We have no conflict of interest in accordance with RFP Clause.
(v) We meet the eligibility requirements as stated in RFP Clause, and we confirm our understanding of our obligation to abide by the Client's policy regarding corrupt and fraudulent practices as per Section V – Code of Integrity.
(vi) We, along with any of our sub-bidders, subcontractors, suppliers, or service providers for any part of this selection, are not subject to, nor controlled by any entity or individual subject to, a temporary suspension or debarment imposed by any central government/ministry or any state(s) of India.
(vii) In competing for, and if awarded, in executing the contract, we undertake to observe all laws against fraud and corruption, including bribery, in force as per the Prevention of

Corruption Act, 1988.

(viii) We undertake to negotiate the contract if required by the Client in accordance with RFP clause.

(ix) Our Proposal is binding upon us and subject to any modifications agreed upon in writing by the Client.

We undertake, if our Proposal is accepted and the Contract is signed or Notice to Proceed or Purchase Order is issued, to initiate the services related to the assignment no later than the date indicated in the contract/letter/PO.

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

We remain,

Yours sincerely,

Authorized Signature (In full and initials):
Name and Title of Signatory:
Name of Bidder:
Address:
Contact Information (Phone and Email):

Form 2: Bidder Information Form

RFP No.:
RFP Title:

Sl. No.	Information Required	Details to be Filled by Bidder
1	Name of the Bidder / Consortium / Lead Member	
2	Registered Address	
3	Date of Incorporation / Registration	
4	Legal Status (Company / LLP / Society)	
5	PAN Number	
6	GST Registration Number	
7	Contact Person Name	
8	Designation of Contact Person	
9	Contact Phone Number	
10	Email Address	
11	Website (if any)	
12	Number of Years in service as per Tender	
13	Number of Employees	
14	Annual Turnover (Last 3 Financial Years)	
15	Bank Details (Bank Name, Account No., IFSC)	
16	Any Other Relevant Information	
17	Bidder Type (Single Entity / Consortium)	
18	Lead Member Name (if Consortium)	
19	Consortium Members and Roles (if Consortium)	
20	Consortium Agreement / MoU Reference	
21	RA License Member / Capacity / Issue Date	
22	ISO/IEC 27001 Certified Consortium Member / Certificate Details	

Declaration:
I/We hereby declare that the information furnished above is true and correct to the best of my/our knowledge and belief.

Authorized Signatory:
Name:
Designation:
Signature & Seal:
Date:

Form 3: Bidder Past Experience Form

RFP No.:
RFP Title:

Sl. No.	Consortium Member / Project Title / Name	Client Name & Address	Duration (Start Date – End Date)	Language (s) Trained	Number of Trainees	Scope of Work / Key Deliverables	Completion Status	Supporting Documents Attached (Yes/No)
1								
2								
3								
4								
5								

[Add more rows as necessary]

Declaration:
I hereby declare that the above information is true and correct to the best of my knowledge and belief. The supporting documents submitted are authentic.

Authorized Signatory:
Name:
Designation:
Signature & Seal:
Date:

Form 4: Financial Proposal Submission Form

RFP No.:
RFP Title:

The Bidder is required to submit the **Financial Proposal** in the format given below **as a separate document**. Do not include this financial proposal or financial proposal details in the Technical Proposal.

The bidder is requested to quote the rate per trainer per month (inclusive of salary, training delivery, travel within assigned location, accommodation, statutory obligations, administrative expenses, insurance and agency service charges, etc.) for each language / service line listed below. The Financial Proposal shall cover the full Three (3) year Contract period. Rates shall be exclusive of applicable taxes, which shall be quoted separately.

S. No.	Centre Location	Language Name/Particulars	Course Name & Duration	Rate per Trainer per Month (INR): A	Applicable Taxes (INR): B	Total per month (INR): C	Total Quote for 3 Year (INR) : D
1	SIIC Varanasi	English	Intermediate level - 2 Months				
			Advance Level - 4 Month				
		Japanese	N5 - 4 Months				
			N4 - 10 Months				
			N3 - 16 Months				
2	SDI Bhubaneswar	English	Intermediate level - 2 Months				
			Advance Level - 4 Months				
		German	A2 - 4 Months				
			B1 - 10 Months				
			B2 - 12 Months				
3	NSTI Bangaluru	English	Intermediate level - 2 Months				
			Advance Level - 4 Months				
		Japanese	N5 - 4 Months				
			N4 - 10 Months				

			N3 - 16 Months				
		German	A2 - 4 Months				
			B1 - 10 Months				
			B2 - 12 Months				
4	NSTI Hyderabad	English	Intermediate level - 2 Months				
			Advance Level - 4 Months				
		German	A2 - 4 Months				
			B1 - 10 Months				
			B2 - 12 Months				
5	NSTI Ludhiana	English	Intermediate level - 2 Months				
			Advance Level - 4 Months				
		Japanese	N5 - 4 Months				
			N4 - 10 Months				
			N3 - 16 Months				
		German	A2 - 4 Months				
			B1 - 10 Months				
			B2 - 12 Months				
6	NSTI Kanpur	English	Intermediate level - 2 Months				
			Advance Level - 4 Months				
		Japanese	N5 - 4 Months				
			N4 - 10 Months				
			N3 - 16 Months				
		German	A2 - 4 Months				
			B1 - 10 Months				
			B2 - 12 Months)				
7	IIE Guwahati	English	Intermediate level - 2 Months				
			Advance Level - 4 Months				
			N5 - 4 Months				

		Japanese	N4 - 10 Months				
			N3 - 16 Months				
8	Jaipur SIIC	English	Intermediate level - 2 Months				
			Advance Level - 4 Months				
		Japanese	N3 – 16 Months				
		German	B2 - 12 Months				
9	Centralized Personnel	LMS Manager	Experience with managing LMS implementations and operations / MIS				
10	Centralized Personnel	Operations Coordinator	Operations / HR Experience with Management of 20+ personnel				
11	Quality Management – Master Trainer	German Master Trainer	C1 or equivalent required				
12	Quality Management – Master Trainer	Japanese Master Trainer	N2 / N3 or equivalent required				
13	Quality Management – Master Trainer	English Master Trainer	C1 or equivalent required				
14	LMS Licenses per Student per month	Licenses	Licenses required per student per month (1000 students)				
15	AI Languages App Licenses per student per month	English	Licenses required per student per month (1000 students)				
16	Placement Assistance / Counselling per Student	English	Counselling sessions per student				
Total Amount (In Figures)							

Notes:

1. Additional Details for submitting the financial proposal are under Terms of Reference, clause 9: Trainer Engagement Terms. The bidder shall submit a firm financial quote for the entire Three (3) year Contract (maybe extended to further subject to satisfactory performance) period and shall read the RFP and Form 4 carefully before submitting its quote.
2. Rater per trainer per month shall be inclusive of Trainer's salary, travel, accommodation, admin & service charges, insurance, statutory compliances, etc.
3. In case of NSDC requires trainers to travel to another location then boarding & lodging

will be borne by NSDC as per company policies.

4. Tentative requirements are given under terms of reference.
5. All Batches assumed to operate 3-4 hours daily. The duration of each batch will change based on daily hours.
6. Batch Size to be Consider for all languages Approx 20-40 students/batch.
7. Payment shall be released as per actual usage.
8. NSDC will reserve the right to add or deduct the qty of Contract as per requirement.
9. For financial evaluation, the Evaluated Financial Bid shall be the total evaluated Three (3) year Contract derived from the quoted unit rates and the indicative quantities / batch assumptions specified in Form 4 and the applicable GeM bid structure. The monthly unit rates shall remain firm and fixed for the Contract period unless a price variation mechanism is expressly provided in the RFP.

Total Evaluated Financial Bid for the full Three (3) year Contract period (excluding applicable taxes): INR (both in figures & words) _____.

Form 5: Check List for Bidders

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

RFP No.:
RFP Title:

S. No.	Document / Item	Submitted (Yes/No)	Document Ref. no & Page no.	Remarks
1	Bidder Information Form			
2	Power of Attorney / Authorization Letter			
3	Legal Entity Proof (Certificate of Incorporation / Registration)			
4	GST Registration Certificate			
5	PAN Card			
6	CA-certified Turnover Certificate with UDIN			
7	Experience Certificates / Project Completion Certificates			
8	List of Trainers with Qualification and Experience			
9	Non-Blacklisting / Debarment Declaration			
10	Financial Proposal in the prescribed format			
11	Technical Proposal in the prescribed format			
12	Client Feedback / Testimonials (if applicable)			
13	Any Other Supporting Documents as per RFP Requirements			

Add more as per document sought in the tender.

Note to Bidders:

- Please ensure that all documents are duly signed, stamped, and attached in the order mentioned.
- Incomplete proposals or proposals without the mandatory documents may be rejected.

Form 6: Experience Certificate / Project Completion Certificate

[Company Letterhead]

Date: _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____ (Bidder's Name), having their registered office at _____, has successfully executed the Language Training project titled _____ for our organization, [Client Organization Name], during the period from _____to _____.

The scope of work included training in _____ (languages) for a total of _____trainees.

The performance of the bidder was satisfactory and in accordance with the agreed terms.

This certificate is issued upon the request of the bidder for participation in the RFP floated by **National Skill Development Corporation, New Delhi**.

Authorized Signatory

Name:

Designation:

Signature & Seal:

Date:

Form 7: Turnover Certificate (CA certified)

[CA Firm Letterhead]

Date: _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____ (Bidder's Name), PAN: _____, has achieved the following turnover from **Language Training services** during the last three financial years:

S. No.	Financial Year	Turnover (INR)
1	2022-23	
2	2023-24	
3	2024-25	

The average annual turnover during the above period is INR _____.

This certificate is issued based on the audited financial statements and records of the company.

CA Firm Name:

CA Name:

Membership No.:

UDIN No:

Signature & Seal:

Date:

Form 8: List of Trainers with Qualifications

[Company Letterhead]

Date: _____

S. No.	Trainer Name	Educational Qualification	Language Certification (e.g. JLPT, DELF)	Years of Experience	Relevant Projects Handled
1					
2					
3					

[Add more rows as necessary]

I hereby certify that the above trainers are employed with us and possess the qualifications and experience as stated.

Authorized Signatory

Name:

Designation:

Signature & Seal:

Date:

Form 9: Non-Blacklisting Declaration

[Company Letterhead]

Date: _____

To,

National Skill Development Corporation

5th & 6th Floor, Kaushal Bhawan,

New Moti Bagh, New Delhi-110023

Subject: Declaration Regarding Non-Blacklisting / Non-Debarment

Dear Sir/Madam,

We, M/s _____ (Bidder's Name), hereby declare that we have not been blacklisted, debarred, or suspended by any Central/State Government department, PSU, government-affiliated agency, or multilateral agency as of the date of submission of this bid.

We also confirm that we are not involved in any ongoing litigation or arbitration that may affect our ability to perform the contract, if awarded.

This declaration is made to the best of our knowledge and belief.

Authorized Signatory

Name:

Designation:

Signature & Seal:

Date:

Form 10: Declaration by Bidder

[Client Organization Letterhead]

Date: _____

To Whom It May Concern

Subject: Declaration regarding submission of Financial Bid

We, M/s , having read and understood the terms and conditions of the Request for Proposal (RFP) for Rate Contract for Hiring of Agency for Providing Language Trainers across India, do hereby solemnly declare and confirm that:

- The rates quoted in our financial proposal are firm and binding for the entire duration of the Three (03) year Rate Contract.
- All **costs and charges** have been included as per the **scope of work**, **deployment conditions**, and other requirements mentioned in the RFP.
- We agree to abide by all terms and conditions stipulated in the RFP and undertake to provide the required services at the rates and financial terms finalized by NSDC.

We further confirm that the information and documents submitted in support of this proposal are **true and correct** to the best of our knowledge and belief.

Authorized Signatory

Name:

Designation:

Signature & Seal:

Date:

SECTION V: FRAUD AND CORRUPT PRACTICES

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

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

"**Corrupt practice**" means offering, giving, receiving, or soliciting anything of value to influence the action of NSDC's official(s) in the procurement process or in the contract execution; and "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive levels.

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

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

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

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

SECTION VI: TERMS OF REFEENCE

This section defines the **scope, objectives, deliverables, and responsibilities**. It sets the foundation of the engagement.

1) Background

National Skill Development Corporation (NSDC) under the aegis of Ministry of Skill Development and Entrepreneurship is implementing setting up of Skill India International Centers (SIICs).

SIICs are envisaged as nodal one stop physical hubs for catering to the entire lifecycle of skill-based immigration. This includes a gamut of services including awareness creation, counselling, skill training, trade assessment, soft skills, language training, and culture immersion, Pre-Departure Orientation Training (PDOT), migration support services including travel, immigration documentation, etc. NSDC is the nodal coordination agency for managing the establishment of SIICs on behalf of MSDE.

NSDC is committed to supporting candidates in acquiring foreign language skills to enable access to global employment opportunities. Foreign languages act as a critical pathway for international mobility, as proficiency in the local language of the destination country—along with cultural and workplace awareness—significantly improves a candidate's prospects abroad. In this context, SIICs will facilitate access to high-quality foreign language training. To ensure consistent and timely availability of qualified trainers in multiple languages (English, German, Spanish, Japanese, French, Arabic and others), NSDC seeks to empanel vendors that can deploy skilled trainers across different locations.

In this regard, NSDC invites applications from suitable agencies with proposed models of engagement to explore partnerships for deploying qualified foreign language trainers across SIICs. The objective is to ensure access to high-quality language training for aspiring candidates, thereby equipping them with the skills required for global employment opportunities."

2) Objective

The objective is to provide comprehensive, high-quality language training programs that improve proficiency across different levels—beginner to advanced—and meet the specific needs of the Client.

3) Scope of Work

The Service Provider shall be responsible for:

3.1 Deployment of Trainers:

The bidder shall provide qualified language trainers for the required languages, including but not limited to English, Japanese, German, Spanish, Arabic, French, or any other language as specified by NSDC. A separate trainer shall be deployed for each course/language at the SIIC centers across India.

3.2 Trainer Qualification and Certification

The bidder shall ensure that all trainers deployed possess relevant academic degrees and/or professional certifications, along with proven teaching or training experience in the respective language. Trainers must hold internationally or nationally recognized certifications as applicable for each language, as detailed below:

3.2.1 English:

- CELTA (Minimum C1)
- TESOL (Level 5 or above)
- TEFL
- IELTS Trainer Certification (Minimum 7.5)
- Any other similar internationally recognized English certification

3.2.2 German:

- C1 level certification from Goethe-Institute, ÖSD, or TELC

3.2.3 Japanese:

- Minimum JLPT N3 / NAT N3 certified
- Preferably JLPT N2 / NAT N2 certified, or currently pursuing N2

3.2.4 Spanish:

- Minimum DELE B2/C1 certified (Diploma de Español como Lengua Extranjera)
- Preferably DELE C1/C2 certified for advanced training

3.2.5 Arabic:

- Minimum ALPT B2/C1 (Arabic Language Proficiency Test) or equivalent
- Preferably C1/C2 level certification from recognized Arabic language institutions

3.2.6 French:

- Minimum DALF B2/C1 certified (Diplôme Approfondi de Langue Française)
- Preferably DALF C1/C2 certified for advanced training

3.2.7 Other Languages:

- Trainers must hold equivalent internationally recognized certifications or nationally recognized credentials in the respective language, as approved by NSDC.

All trainers should have demonstrable experience in teaching or training adults in a professional or academic setting.

3.3 Training Delivery:

Deliver classroom-based or blended learning sessions as per schedule and session plan, adhering to the minimum daily/weekly teaching hours prescribed by the center.

3.4 Training Completion:

Ensure timely completion of courses and internal assessments prior to the conclusion of each training batch.

3.5 Implement Quality Standards:

- Have a Master Training available to guide the Trainers to ensure quality of training.
- Internal Assessments to be carried out physically or via video.

3.6 Implement a Learning Management System (LMS):

- Content for classes should be uploaded to an online LMS with logins for the students and teachers.
- Provide post- study availability of study materials through the LMS or an AI based language application.

3.7 Provide Placement Assistance to Students

Provide information on job availability from abroad and help with applications and placements where relevant.

3.8 Regular Evaluations:

Prepare and administer regular language tests to track candidate progress and identify areas for improvement.

3.9 Monitoring & Reporting:

Submit regular reports covering trainer attendance, class schedules, candidate performance, and overall batch progress to NSDC.

3.10 Compliance:

Ensure all trainers comply with professional conduct, academic standards, and code of ethics.

3.11 Background Verification of Trainer:

Successful Bidder shall submit third party background verification report of deployed language trainers before deploying at the SIIC centers.

4) Duration of Rate Contract

The assignment shall be for a period of Three (3) years from the date of Contract Signing or issuance of the Purchase Order, whichever is earlier, subject to annual performance review. The Three (03) year Contract shall remain subject to NSDC's rights relating to annual work orders, performance review, scope variation and termination as provided in this RFP and the Contract. Any continuation beyond Three (03) years shall require formal written amendment and applicable approvals.

5) Number of Selected Bidders and Work Allocation

5.1 Selection of Bidders

NSDC intends to select minimum of 01 and maximum of 03 vendors for this assignment. The Financial Proposals of Bidders that meet the minimum technical qualifying score will be evaluated under the QCBS methodology. Bidders shall be ranked on the basis of their final QCBS scores and NSDC may select up to three (03) highest-ranked Bidders, subject to project requirements, capacity and work allocation considerations.

Selection shall be based on Quality and Cost Based Selection (QCBS) with Technical : Financial weightage of 70 : 30. The final QCBS score shall be calculated in accordance with ITB Clause 28. The decision of the Client regarding the number of selected vendors and work allocation shall be final, subject to applicable procurement rules.

5.2 Evaluation Criteria

The evaluation process will consider the following parameters:

- The bidder's understanding of the scope of work and specific requirements of the assignment.
- Technical capabilities, including trainer qualifications, relevant past experience, and proposed methodology in line with the eligibility criteria.
- Financial competitiveness, based on the submitted financial proposal.

5.3 Financial Evaluation and Selection Criteria

Following the initial evaluation, the Client reserves the right to conduct detailed discussions and/or presentations with shortlisted bidders to assess their technical capacity, commitment, and overall approach to the assignment.

The financial evaluation shall be carried out on the basis of the total evaluated Three-year financial bid derived from the quoted rates and the indicative quantities / batch assumptions in Form 4 and the applicable GeM bid structure. For financial scoring, the lowest evaluated financial bid among the technically qualified Bidders shall receive a normalized Financial Score of 100, and the scores of other Bidders shall be calculated in inverse proportion to their evaluated financial bids.

The Technical Score shall be normalized against the highest Technical Score among technically qualified Bidders. The final QCBS score shall be calculated as: (Normalized Technical Score × 70%) + (Normalized Financial Score × 30%).

The financial evaluation under QCBS shall not involve any requirement to match an L-1 rate. The Bidder with the highest final QCBS score shall be ranked highest, subject to NSDC's right to select one or more vendors as provided in this RFP.

- Select the highest-ranked Bidder(s) for the entire project, or
- Allocate work to selected Bidder(s) for particular State(s) / UT(s) / SIIC location(s) based on the final QCBS ranking, capacity, geographic presence and operational requirements, or
- Determine the number of selected Bidders and allocation of work in accordance with the RFP and applicable procurement rules.

5.4 Work Allocation

The allocation of work among the selected Bidders shall be determined by NSDC at its discretion, taking into account final QCBS ranking, bidder capacity, geographic presence, past performance, operational considerations and the requirements of individual SIIC locations.

The highest-ranked Bidder shall be considered first for allocation of work, followed by the next-ranked Bidder(s), subject to capacity, requirements and NSDC's work-allocation decision. No price matching to an L-1 bidder shall apply.

6) Contract Rate

Work orders shall be issued under the Rate Contract based on NSDC's operational requirements, project needs, and bidder capacity.

The allocation of work among the selected Bidders shall be determined by NSDC at its discretion, taking into account final QCBS ranking, bidder capacity, geographic presence, past performance, operational considerations and the requirements of individual SIIC locations.

The highest-ranked Bidder shall be considered first for allocation of work, followed by the next-ranked Bidder(s), subject to capacity, requirements and NSDC's work-allocation decision. No price matching to an L-1 bidder shall apply.

7) Deliverables

- Detailed training plan and schedule **within 15 days** of contract signing.
- Customized course content and materials for each language and proficiency level (subject to approval and changes by NSDC).

- Monthly progress reports including attendance, assessments, and feedback summaries.
- Certificates for participants who successfully complete the courses.
- Final comprehensive report at the end of each training cycle.

8) Roles and Responsibilities

Client:

- Provide access to students and necessary infrastructure.
- Support coordination and communication with departments.
- Review and approve training plans and reports.

Service Provider:

- **Trainer Pool Management:** Maintain a ready pool of certified foreign language trainers (English, German, Japanese, Arabic or others as required) across designated centers.
- **Timely Deployment:** Deploy trainers at specified SIIC centers within 15 days of receiving the requirement.
- **Replacement Assurance:** Provide qualified replacement trainers uninterruptedly to maintain agreed service level for ensuring continuity of training programs at centers.
- **HR & Contractual Management:** Oversee all contractual and HR-related responsibilities, including trainer salaries, leave entitlements, and benefits.
- **Performance Monitoring:** Support NSDC in tracking trainer performance, gathering feedback, and implementing improvement mechanisms.
- **Operational Support:** Ensure smooth execution of training schedules and timely completion of assigned batches.
- **Compliance:** The vendor to comply with labour norms related to overtime, minimum wage etc as applicable.

9) Trainer Engagement Terms

Description	Details / Confirmation
Working Days per Week	5 days
Working Hours per Day	8.5 hours
Approximate Batch Size	20–40 students
Duration of Engagement	Three (3) years from the Effective Date / Contract Signing / Purchase Order, whichever is earlier (may be extended for additional period subject to satisfactory performance).
Payment Terms	Monthly
Other Inclusions	Agency will be principal employer of trainer and will be responsible for all statutory compliances.

- **Work Hours:** Trainers shall deliver a minimum of working hours per day and working days per week as mentioned in above table. However, in case of **urgent requirements or special circumstances**, trainers may be required to work **beyond the regular working hours**, as directed by NSDC.
- **Leave Policy:** As per NSDC guidelines; replacement arrangements must be ensured by the agency in advance.
- **Remuneration:** Payment to trainers to be managed by the agency under intimation to

NSDC on monthly basis. NSDC will remunerate the agency based on agreed payment terms.

10) Reporting and Coordination

The Service Provider shall report to the Client's designated representative and submit all reports electronically or in hard copy as required. It shall cover the following

- Trainer deployment status (location, language, trainer details).
- Training hours are delivered per trainer & per center.
- Attendance records of trainers.
- Feedback/Performance assessments.

11) Tentative Requirement:

As mentioned in Form 4: Financial Proposal Submission Form

It is expected that the above requirements will **gradually increase** at the mentioned centers and may further **expand** as new centers are established **across India**. Accordingly, this **Rate Contract** is being established on a **Pan-India basis**, and **contracts/work orders** shall be issued as and when requirements arise at different centers.

12) Service Level Agreement (SLA)

12.1 Service Performance Standards

Parameter	Service Level	Measurement Method
Training Commencement	Training must start within 21 days of contract/PO issuance	Verification of start date vs PO date
Trainer Qualification	Trainers must have minimum qualifications and fluency as mentioned in the contract	Review of CVs, certificates, Interview before deployment by NSDC.
Attendance and Completion	Minimum 90% attendance and course completion rate	Attendance sheets, course completion reports
Training Quality	Average feedback score ≥ 4 out of 5 from trainees	Trainee feedback forms
Submission of Deliverables	All materials and reports submitted within 7 days post-training	Review of submitted documents
Client Query Response Time	Queries answered within 48 hours	Communication logs

12.2 Monitoring and Reporting

- Monthly progress reports detailing attendance, assessments, and feedback must be submitted.
- The Client may conduct periodic quality audits or surprise checks.

12.3 Penalties for Non-Compliance

Non-Compliance	Penalty
Delay in training commencement	1% of annual contract value per week of delay (up to 4 weeks)
Trainer not meeting qualification	Right to reject and request replacement within 7 days
Attendance/completion rate < 90%	5% penalty of annual contract value
Feedback score below 4	Up to 5% penalty of annual contract value per quarter
Late submission of reports/materials	₹5,000 per day of delay

Penalties will be deducted from the payments due.

SECTION VII: DRAFT AGREEMENT

DRAFT AGREEMENT

BETWEEN

NATIONAL SKILL DEVELOPMENT CORPORATION

AND

[<Write name of selected Service Provider>]

This Agreement ("Agreement") is made on [*Write date of signing of agreement*], between:

National Skill Development Corporation (CIN: U85300DL2008NPL181612), a company incorporated under the Companies Act, 1956, and having its registered office at 5th & 6th Floor, Kaushal Bhawan, New Moti Bagh, New Delhi – 110023 (hereinafter referred to as "NSDC" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);

and

[…Write name of selected vendor……], a [*company/joint venture*-] incorporated under the [act under which service provider is incorporated], and having its registered office at [write registered office of the bidder] (hereinafter referred to as "Service Provider" whose expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and successors-in-interest and permitted assigns).

NSDC and Service Provider shall hereinafter be individually referred to as "Party" and collectively as "Parties".

WHEREAS

A. NSDC is a non-profit company incorporated under the Companies Act, 1956 ("Act") and has the license under section 25 of the said Act (corresponding to section 8 of the Companies Act 2013) and established as a public private partnership with the object of developing unskilled and semi-skilled labour force into productive and skilled labour and to establish, manage, run and support institutes and polytechnics for achieving this objective ("Business").
B. NSDC has through a request for proposal dated {DD-MM-YYYY}, ("RFP") to be read along with corrigendum issued with the RFP, if any, has called for proposals/bids to provide services as enumerated in Schedule I ("Services") to this Agreement.
C. The Service Provider submitted a bid response dated DD-MM-YYYY ("Bid Response") pursuant to the RFP where the Service Provider has represented to NSDC that it is an experienced, and fully qualified and capable of providing the Services.
D. Pursuant to the evaluation of the Bid Response by NSDC, NSDC has selected the Service Provider to provide the Services under this Agreement on such terms and conditions hereinbelow.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1. In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires.

a) **"Agreement"** means this Agreement and each of the Schedules, Purchase Order and other attachments that may be agreed by both the Parties in writing.

b) **"Applicable Law"** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive,

guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

c) **"Authority"** shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country.

d) **"Deliverables"** shall mean materials that are originated and / or prepared for NSDC by Service Provider (either independently or jointly with NSDC or third parties) and delivered / to be delivered to NSDC during the course of Service Provider's performance under this Agreement. Deliverables shall be comprised of Custom Components and/or Service Provider's material;

e) **"Force Majeure"** means an act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance.

f) **"Intellectual Property" or "Intellectual Property Rights"** shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case whether in relation to the Services or otherwise, and which exist, or may exist, in any jurisdiction anywhere in the World.

g) **"Order"** shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority.

f) **"Purchase Order (PO)"** means the document issued by NSDC to the Service Provider that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of NSDC and the Service Provider, and expected results and deliverables of the respective assignment / project.

1.2. Interpretation

a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.

b) Terms may be defined in clause 1 above, or elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

c) Reference to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be.

d) References to the singular will include the plural

e) References to the word "include" shall be construed without limitation.

2. APPOINTMENT OF SERVICE PROVIDER

2.1. NSDC hereby engages the Service Provider on non-exclusive basis to provide the Services as stated in Schedule I, in accordance with this Agreement. The Service Provider, in consideration of the payment as stated in Schedule II, hereby accepts the engagement.

2.2. During the Term of this Agreement, Service Provider shall keep NSDC informed about any material change (internal or external) which may impact on the Service Provider's obligation in any manner.

2.3. It is hereby clarified that the Service Provider shall be considered as finally engaged to provide

the Services under this Agreement only upon receipt of the electronic performance security by NSDC in accordance with other terms of this Agreement.

2.4. Further, for avoidance of doubt, the Service Provider and all its employees, sub-contractor or any associated person as the case may be, shall never be deemed to be employee(s), sub-contractor(s), agent(s), partner(s) etc. of NSDC for any purpose whatsoever.

2.5. Sub-Contracting

2.5.1 The Service Provider shall not sub-contract without the prior written approval of NSDC. Provided that the Service Provider unequivocally agrees that any approved sub-contractor will be required to execute a written agreement with the Service Provider which shall extend all relevant obligations of the Service Provider under this Agreement to the sub-contractor. However, at all times, the Service Provider shall also remain completely responsible for ensuring the satisfactory performance of all subcontracted services.

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

3. CONSIDERATION AND PAYMENT TERMS

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

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

4. SERVICE PROVIDER'S RESPONSIBILITIES

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

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

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

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

4.5. The Service Provider shall:

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

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

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

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

of this Agreement;

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

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

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

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

5. TERM

Notwithstanding the date hereof, this Agreement shall commence on the [] ("Effective Date") and shall be valid for a period of _____(_____) months and shall come to an end on []. The term can be extended or reduced by mutual written agreement between the Parties depending upon performance of the service provider and requirement of NSDC.

6. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

7. CONSEQUENCES OF EXPIRY / TERMINATION

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

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

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

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

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

8. SERVICE PROVIDER'S REPRESENTATION AND WARRANTIES

The Service Provider represents and warrants that:

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

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

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

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

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

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

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

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

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

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

to correct any such Deliverables not in compliance with this warranty brought to its attention by NSDC.

9. PERFORMANCE GUARANTEE:

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

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

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

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

10. PERSONNEL

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

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

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

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

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

10.6. Substitution of Key Experts

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

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

iii. The Key Experts have to be full-time on this project and at the location mentioned as per the terms and conditions of the Agreement. This clause is non-negotiable and penalties to an extent of 50% of the fee for the Key Expert may be levied for the entire balance period of the Agreement for such change request, unless an acceptable

replacement is provided within 15 days of such change request. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by _____, NSDC.

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

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

vi. Sub-Contracting

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

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

11. COMPLIANCE WITH LAWS

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

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Nothing in this Agreement will function to transfer either Party's Intellectual Property Rights (IPR) to the other Party.

12.2. Each party will retain exclusive interest in and ownership of its Intellectual Property Rights developed before this Agreement or developed outside the scope of this Agreement.

12.3. Notwithstanding anything stated in this Agreement or any other document, all Intellectual Property Rights developed under / during the course of this Agreement in any form shall vest only in NSDC. Service Provider shall have no right of any kind over it.

12.4. Except otherwise specifically agreed, a Party may use the IPRs of other Party for the limited purpose as envisioned under this Agreement with prior written consent of such other Party.

12.5. In case either Party or its Representatives carry on any function associated with this Agreement through any link or website or advertisement or in any other manner mentioning other Party and/or its Representatives, it shall require prior written approval of such other Party.

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

13. INDEMNIFICATION

13.1. Without limiting any other rights which NSDC may have under this Agreement and under law, the Service Provider shall indemnify, defend, hold harmless and keep indemnified NSDC, its associates, partners or its directors or its employees from and against any claim or loss including without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses) liability (whether criminal or civil) suffered and/or incurred by NSDC, its affiliates or its directors or its employees arising from or in connection with the performance of the Services by the Service Provider under this Agreement or due to any breach of the terms and condition of this Agreement including any covenants, obligations and representations and warranties of the Service Provider, or with any applicable laws and regulations governing the performance of the Services by the Service Provider under this Agreement. The provisions of this Clause 13

shall survive the termination or expiry of this Agreement.

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

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

14. USE OF CONFIDENTIAL INFORMATION

14.1 Confidential Information: The Parties agree to treat all information relating to either Party's technology and other know-how, trade secrets, trademarks, products, business plans, financial information, trading information or any information relating to the other Party, its affiliates, suppliers or customers, which is not available to the public, and was acquired in the performance of this Agreement, as confidential information (collectively the **"Confidential Information"**)

14.2 Duty Not to Disclose: The Parties agree and undertakes not to disclose or disseminate (or cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, and not to make use of such Confidential Information otherwise than not for the purpose of this Agreement. Each Party shall take all reasonable measures to prevent its employees, agents, and any of its affiliates from acting in a manner which may result in the disclosure of the Confidential Information.

14.3 The Parties agree that non-disclosure agreements may be executed between the Parties in the event of exchange of any personal information between them.

14.3 Confidentiality after the Term: This confidentiality restriction shall continue to apply after the expiration or termination of this Agreement for a period of three (3) years, or such longer period as may be required by law.

15. FORCE MAJEURE

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

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

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

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

16. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

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

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

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

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

17. COMPLIANCE WITH ANTI-CORRUPTION LAWS

17.1 The Service Provider represents and warrants that it is familiar with the anti-corruption laws in India including but not limited to the Prevention of Corruption Act, 1988 ("PCA"), Bharatiya Nyaya Sanhita ("BNS"), 2023 and any other anti-corruption laws and their respective purposes, including its prohibition against bribery, corrupt payment, offer, promise, or authorization of any payment or transfer of anything of value, directly or indirectly, to any government official or employee (including employees of government-owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office.

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

(i) observe the highest standards of ethics during rendering of the Services and undertakes to take all measures necessary to prevent "corrupt practices" at all times during the discharge of its obligations under this Agreement;
"corrupt practices" shall mean and include, but not be limited to, offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the rendering of the Services, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any governmental official, etc.;

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

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

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

17.4 The Service Provider undertakes and agrees, at all times, to comply with all legal, fiscal and

commercial obligations, which are required of the Service Provider in its capacity as an independent Service Provider.

17.5 The Service Provider shall indemnify and hold harmless NSDC for the amount of any actual loss which may be suffered by NSDC and any penalty imposed on NSDC by the competent authorities as a result of Service Provider's breach of the anti-corruption laws under Clause 17 hereof.

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

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

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

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

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

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

i) Disabling the personnel's login credentials.

ii) Deleting the personnel's access permissions.

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

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

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

18.2 Training and awareness requirement related to information security shall be:

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

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

18.3 Assigning a point of contact by Service Provider who will notify NSDC in case of any security incidents/breach. Service Provider shall designate a Point of Contact (POC) who will be responsible for notifying NSDC of any security incidents or breaches. The POC shall be available at all times and should be able to communicate with NSDC in a timely manner.

18.4 Background Verification Checks regarding Service Provider users:

(1) Background Verification Checks – Service Provider shall conduct background

verification checks on all its personnel who will have access to NSDC's Information and related assets. The background verification checks should include, but not be limited to, the following:

(a) Criminal background check.

(b) Employment verification.

(c) Education verification.

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

(2) Results of Background Verification Checks- The results of the background verification checks shall be made available to NSDC. NSDC shall have the right to refuse to authorize access to NSDC's Information and related assets to any Service Provider' personnel whose background verification check results are not satisfactory to NSDC.

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

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

19. MISCELLANEOUS

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

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

19.3 **Penalties:** If Service Provider breaches any of the terms and conditions set forth in this Agreement, Service Provider shall be liable for a penalty as levied by NSDC, which shall be a maximum of the amount of loss, fine, penalty, liability, etc. suffered by NSDC and/or the aggregate of the amounts prescribed under one or more applicable laws.

19.4 **Assignment**:

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

(b) NSDC shall be entitled to assign the Agreement or any part thereof, or any right, benefit or interest therein or thereunder, to any third party without the prior written consent of the Service Provider. NSDC shall intimate the service provider in writting within seven (07) working days of such assignment. Upon such assignment, the Service Provider shall fulfil and perform all its obligations to such assignee, in accordance with the terms and conditions of this Agreement, as if such assignee were NSDC herein and shall execute all documents required in this behalf by NSDC.

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

19.6 **Waiver**: The failure of either NSDC or the Service Provider to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not

be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of NSDC and the Service Provider hereto. NSDC and the Service Provider acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each of NSDC and the Service Provider, as the case may be, hereto.

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

19.8 **Relationship**:

(a) Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The Service Provider shall always remain an independent Service Provider during the term of this Agreement and shall always solely remain liable to NSDC or any third party for all its acts and omissions to act during the course of providing the Services under this Agreement. The Service Provider is an independent Service Provider and nothing in this Agreement should be construed as constituting an employment relationship between the Service Provider and NSDC. The Service Provider unequivocally, unambiguously, irrevocably and explicitly acknowledges that this Agreement is not subject to any employment law(s) or related statute(s). This sub-clause 19.7(a) shall survive the termination or expiry of this Agreement.

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

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

To NSDC:
5th & 6th Floor, Kaushal Bhawan,
New Moti Bagh, New Delhi - 110023

To Service Provider:
[]

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

19.11. **Legal Expenses**: In the event that any transaction in which the Service Provider is involved and which results in dispute, litigation or legal expense involving NSDC, the Service Provider

shall co-operate fully with NSDC. It is NSDC's policy to avoid litigation wherever possible and NSDC reserves the right to determine whether or not any litigation actions should be taken, defended, compromised or settled and the terms and conditions of any compromise or settlement.

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

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

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

For National Skill Development Corporation

Sign: _____
Name:
Title:

For <Name of Service Provider>

Sign: _____
Name:
Title:

Sign: _____

Name:

Title:

SCHEDULE I

SERVICES

SCHEDULE -II

Payment Details

Schedule -III

Fraudulent or Corrupt Practices

Section 6. NSDC Policy –Corrupt and Fraudulent Practices

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

1.1.1. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;

1.1.2. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;

1.1.3. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and

"Fraudulent Practice", mean following:

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

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

Schedule IV

Key Experts with Names

Schedule V

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No… [insert guarantee reference number]

Date… [insert date of issue of the guarantee]

To: _____[name of Purchaser]

_____[address of Purchaser]

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

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

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

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

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

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

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

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

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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