STANDARD PROCUREMENT DOCUMENT

REQUEST FOR PRAPOSAL FOR SELECTION OF IMPLEMENTATION PARTNER TO CO-INVEST, ESTABLISH, OPERATE & MANAGE ADVANCED SKILLING CENTRES (ASC) AT HIGHER EDUCATION INSTITUTE (HEIs) & EDUCATION INSTITUTE ACROSS INDIA

EOI No: REOI/NSDC/Academy/2026/77

Department-NSDC Academy

Last Date and Time for Submission: 26.11.2026 up to 06:00 PM (IST)

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

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

Procurement Schedule

Proposal Security	**Proposal security is *not applicable*.**
Date of commencement of RFP	**05th November 2026**
Last Date and Time for receipt of queries on mail procurement@nsdcindia.org	**12th November 2026 and 06:00 PM**
Last Date and Time for submission of Technical and Financial Bid	**26.11.2026 up to 06:00 PM**
Place of Submission of Proposals	https://nsdc.eproc.in/

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SECTION I: INSTRUCTIONS TO BIDDER (ITB)

A. General Provisions

1. Definitions

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

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

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

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

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

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

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

1.8 "Government" means the Government of India.

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

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

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

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

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

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

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

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

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

Key Definitions of Scope/TOR (Term of Reference)

Term	Definition / Scope
Applicant	Any legal entity submitting a response to this EOI. Upon selection and award of contract, the Applicant shall be referred to as the Implementation Partner (IP).
Implementation Partner (IP)	The entity selected by NSDC through this procurement process, responsible for co-investing in, establishing, operationalizing, and managing one or more Advanced Skilling Centers at designated HEIs or EIs.
Advanced Skilling Centre (ASC)	A state-of-the-art, on-campus technology skilling hub established within the premises of an HEI or EI, featuring OEM-certified laboratories, structured multi-semester certification pathways, and credit-integrated academic delivery.
Host HEI	A Higher Education Institution — including universities, autonomous colleges, and degree-granting institutions — hosting an ASC on its campus and providing dedicated rent-free space and utilities.
Host EI	An Educational Institution other than an HEI — such as a school, polytechnic, or vocational institution — hosting an ASC on its campus under terms analogous to those applicable to Host HEIs.
Lab Model	An on-campus delivery model in which the Implementation Partner establishes and operates OEM-enabled physical laboratory infrastructure with dedicated equipment, licensed software, and OEM-certified instructor-led training.
OEM	Original Equipment Manufacturer — a globally recognized technology company (e.g., Cisco, Microsoft, AWS, Oracle, Red Hat, NVIDIA) that certifies trainers and issues industry-recognized credentials.
AAT	Average Annual Turnover — the arithmetic mean of audited annual turnover from Indian operations across the three specified financial years.
Effective Date	The date on which the bipartite Agreement between NSDC and the Host HEI/EI, and the back-to-back Agreement between NSDC and the Implementation Partner, are both duly executed.
NSDC Portal	The digital platform maintained by NSDC for real-time data capture of enrolled, trained, assessed, and certified candidates across all ASC locations.

2. Introduction

2.1 National Skill Development Corporation (NSDC), the client, intends to select an **Agency for Selection of Implementation Partners to Co-Invest, Establish, Operate & Manage Advanced Skilling Centers (ASC) at Higher Education Institutions (HEIs) across India** (hereinafter called "Bidders").

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

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

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

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

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

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

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

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

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

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

3. Conflict of Interest

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

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

Contract and/or sanctions by the Client.

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

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

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

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

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

ii. the selection process for the Contract, or

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

4. Corrupt and Fraudulent Practices

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

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

5. Eligibility Criteria

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

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

B. Preparation of Proposals

6. General Considerations

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

7. Cost of Preparation of Proposal

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

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

8. Language

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

9. Documents Comprising the Proposal

9.1 The Proposal shall comprise the following documents as listed below

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

10. Only One Proposal

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

11. Proposal Validity

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

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

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

12. Sub-Contracting

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

13. Joint Venture

13.1 Joint Venture is not allowed.

14. Extension of Proposal Validity Period

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

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

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

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

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

16. Benefits to MSEs

16.1 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.

17. Sub-Contracting

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

18. Clarification and Amendment of EOI

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

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

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

18.4 Bidders may regularly visit the NSDC website for any corrigendum/addendum, updated information with respect to EOI and matter incidental thereto.

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

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

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

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

19. Technical Proposal Format and Content

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

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

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

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

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

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

20. Submission of Proposals

20.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with the EOI. The Bidder shall submit Technical and Financial Proposal (If any) only through the method mentioned in the EOI.

20.2 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.

20.3 A Proposal submitted by a Joint Venture (if allowed under the EOI) shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

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

20.5 Bidders are advised to submit their Proposal strictly based in line with the terms and

conditions contained in the EOI documents and without any deviations. Conditional Proposals shall be summarily rejected. However, proposals offered with better specifications/requirements than mentioned in the EOI, if any, may be accepted at the sole discretion of the Client/NSDC.

20.6 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.

20.7 Subject line while submitting queries to procurement@nsdcindia.org should be "REOI/NSDC/Academy/2026/77: Queries: **Agency for Selection of Implementation Partners to Co-Invest, Establish, Operate & Manage Advanced Skilling Centers (ASC) at Higher Education Institutions (HEIs) across India.**

21. Confidentiality

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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.

22. Opening of Bid

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

22.1.1 **Opening of Technical proposal:** First technical proposal shall be opened by client's

opening committee / procurement team and documents shall be shared with the evaluation committee for evaluation of technical proposal including eligibility criteria.

23. Evaluation of Technical Proposals

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

23.1.1 **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.

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

24. Post Empanelment Process

24.1 After completion of the Technical Evaluation process as detailed in Section III of this EOI, only those Applicants who are declared Technically Qualified by securing the minimum qualifying technical score as prescribed shall be considered for Empanelment.

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

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

25. Negotiations

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

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

25.3 Negotiations will be carried out for the following

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

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

25.4 Conclusion of negotiation:

The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Bidder's authorized representative. If the negotiations fail, the Client shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity for the bidder to respond. If disagreement persists, the Client shall declare the proposal nonresponsive, informing

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

26. Notice to proceed

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

27. Signing of the Contract

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

27.2 The signing of the agreement shall be done after acceptance of the contract documents by both the parties as per terms and conditions of the EOI.

28. Issuance of Purchase Orders/Work Order

1.1 NSDC will issue a Purchase Order at the earliest after submission of Vendor Registration form and other KYC documents (if required) by successful bidder subject to verification of the documents by NSDC.

1.2 NSDC shall issue a Purchase Orders/Work Order to the selected Applicant, specifying the approved HEI locations, scope of work, and engagement timelines.

29. Performance Security

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

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

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

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

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

30. Modification in the Value / Scope of the contract

30.1 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.

30.1.1 If the need shall arise, the requirement shall be increased to a maximum of 25% of

the subsequent value of the Contract as per the terms & conditions of E-Proc (e-procurement portal).

30.1.2 NSDC reserves the right to increase or decrease the number of ASC locations under a single Work Order, subject to the Implementation Partner's prior consent and Agreement provisions.

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

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

31. Payment Terms

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

31.2 Liquidated Damages: Liquidated damages shall be deducted as per terms and conditions given in the Terms of Reference (ToR).

32. Time Allowed for Technical Clarifications During Technical Evaluation:

The Procuring Entity may, at its discretion, seek technical clarifications from the Bidders during the technical evaluation process to ensure a thorough understanding of the proposals. Bidders shall respond to any such requests for clarifications within a specified period.

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

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

32.3 Impact on Evaluation Timeline: Failure to provide clarifications within the stipulated period may lead to the rejection of the proposal or may be considered at the sole discretion of the Procuring Entity without further reference.

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

33. Binding Nature of EOI Terms and Conditions

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

33.2 Unconditional Proposals: Bidders shall submit only unconditional proposals. The submission of any proposal that is conditional in nature or that purports to vary, supplement, alter, amend, or otherwise deviate from any part of this EOI and/or the Draft Agreement shall be

deemed non-compliant and shall be liable for outright rejection, without further consideration.

33.3 Prohibited Modifications: Any attempt by a Bidder to:

a) impose conditions on its proposal;

b) introduce deviations or exceptions to the terms of the EOI or the Draft Agreement; or

c) modify, delete, or alter any provision thereof,

whether such attempts are evident at the time of submission, during the evaluation process, or subsequent thereto (including post-award stages), shall result in the immediate disqualification of the proposal. In such event, the Procuring Entity shall bear no responsibility or liability whatsoever for any loss or damage arising from such rejection.

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

SECTION II: ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criterion	Documents / Proof Required
EC-1	**Legal Entity & Continuous Existence** The Applicant shall be a legal entity duly registered in India as a Company under the Companies Act, 2013; a Limited Liability Partnership under the LLP Act, 2008; or a Society or Trust registered under applicable law, with active commercial operations. The Applicant shall have been in continuous legal existence and commercial operation for a minimum of five (5) years as on the date of publication of this EOI.	Certificate of Incorporation / Registration Certificate; GST Registration Certificate; PAN Card
EC-2	**Financial Strength — Positive Net Worth & Minimum Turnover** The Applicant shall have a positive net worth and a minimum Average Annual Turnover (AAT) of INR 5 Crores from India operations, computed as the arithmetic mean of audited annual turnover for FY 2023–24, FY 2024–25, and FY 2025–26. Note: In cases where audited financial statements for FY 2025–26 are not available at the time of EOI submission, provisional financial statements certified by a Practicing Chartered Accountant bearing a valid UDIN shall be accepted. Such provisional statements shall be replaced by audited financial statements within 180 days of submission or prior to execution of the Agreement, whichever is earlier.	CA-certified Turnover Statement with UDIN; Audited Financial Statements
EC-3	**Certified Trainer Pool — OEM-Certified Trainers** The Applicant shall maintain a minimum pool of five (5) OEM-certified trainers on its rolls, capable of delivering training programmers in at least two (2) emerging technology domains covered under the ASC program. Trainer certifications must be current and valid as on the date of EOI submission.	Self-certification from Head of Human Resources (on company letterhead); List of certified trainers with name, certification body, certification title, and validity date
EC-4	**Sector Experience — Lab Model Implementations at Educational Institutions** The Applicant must have successfully implemented a minimum of two (2) skilling, education, or technology training engagements with Educational Institutions under the Lab Model within the last five (5) years from the date of EOI publication. Aggregate number of candidates trained under this arrangement shall be more than three thousand 3,000) students. Ongoing engagements shall be considered, provided evidence of commencement and scale is submitted.	Copies of Work Orders / Agreements / Completion Certificates / Letters from Client clearly stating the scope, student volume, and duration. For ongoing engagements, a letter from the client institution confirming the engagement is mandatory.

	Lab Model Definition: An on-campus delivery model with dedicated equipment, licensed software, and instructor-led, OEM-certified training delivery.	
EC-5	**OEM Authorizations — Technology & Certification Partnerships** The Applicant must hold valid and current authorization or partnership agreements with a minimum of one (1) recognized national or international recognized Certification Bodies or from a Institute of National Importance (INI) or OEM, authorizing the Applicant to deliver. All authorizations must be valid as on the date of EOI submission.	OEM Partner Certificates / Authorization Letters valid as on EOI submission date
EC-6	**Non-Debarment & Integrity Undertaking** The Applicant shall not be debarred, blacklisted, or suspended by any Central Government, State Government, Public Sector Undertaking, Autonomous Institution, or Statutory Body as on the date of EOI submission. The Applicant shall not have any pending winding-up, insolvency, or liquidation proceedings nor any criminal proceedings against its directors that may impair its capacity to fulfil this engagement.	Declaration on company letterhead, signed by the Authorized Signatory — refer Annexure-VII (Non-Blacklisting Declaration) and Annexure-VIII (Conflict of Interest Declaration)

Note: -

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

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

SECTION III: TECHNICAL EVALUATION CRITERIA

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

Criterion	Category	Sub-Criteria, Scoring Bands & Required Documents	Max. Marks
TEC-1	Organizational Profile & Legal Existence	**Scoring:** • 5 to 7 years of existence: 3 marks • More than 7 years of existence: 5 marks **Required Documents:** Certificate of Incorporation; Audited Annual Reports	**5**
TEC-2	Financial Strength	**Average Annual Turnover (AAT) from India operations — FY 2023–24, FY 2024–25, FY 2025–26:** • INR 5 Cr ≤ AAT < INR 20 Cr: 5 marks • INR 20 Cr ≤ AAT < INR 35 Cr: 10 marks • AAT ≥ INR 35 Cr: 15 marks **Required Documents:** Audited Financial Statements; CA-Certified Turnover Statement with UDIN. Where audited statements for FY 2025–26 are unavailable, CA-certified provisional statements shall be accepted (subject to replacement by audited statements before Agreement execution).	**15**
TEC-3	Sector Experience — Lab Model at EIs	**Number of qualifying Lab Model engagements at Educational Institutions in the last five (5) years** • 5 to 9 qualifying engagements: 5 marks • 10 to 15 qualifying engagements: 10 marks • 16 or more qualifying engagements: 15 marks **Required Documents:** Work Orders / Agreements / Completion Certificates / Client Letters confirming scope, student volume, and duration	**15**
TEC-4	OEM & Certification Partnerships	**Number of valid OEM / INI authorization / partnership agreements or Certification Bodies:** • 1 OEM partnerships: 5 marks • 2 to 4 OEM partnerships: 10 marks • 5 or more OEM partnerships: 15 marks **Required Documents:** OEM Authorization Letters / Partner Certificates, valid as on EOI submission date	**15**

TEC-5	Certified Trainer Pool	**Total pool of valid OEM-certified / (INI) certified trainers on the Applicant's rolls and available for ASC deployment:** • 5 to 15 certified trainers: 3 marks • 15 to 50 certified trainers: 5 marks • More than 50 certified trainers: 10 marks **Required Documents:** Trainer list with OEM certification details; HR Head self-certification on company letterhead	**10**
TEC-6	Understanding, Approach & Methodology	**Sub-criterion 6A: Understanding of Assignment & Overall Approach — 15 marks** Clarity and depth of understanding of NSDC's ASC programme objectives, the national skills gap context, and the role of the Implementation Partner; proposed approach to operationalization, quality assurance, and scale. **Sub-criterion 6B: Proposed ASC Model & Infrastructure Plan — 15 marks** Proposed technology domains, laboratory configuration, number and type of labs, OEM integration plan, scalability strategy, co-investment commitment, and revenue-sharing model. **Sub-criterion 6C: Technical Presentation (10–15 slides) — 10 marks** NSDC reserves the right to invite Applicants for a presentation before the Technical Evaluation Committee in online or offline mode. Evaluation shall be based on the quality, coherence, and practical feasibility of the proposed model.	**40**
TOTAL TECHNICAL MARKS			**100**

Note:

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

Tie-Breaking Rule:

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

SECTION IV: FORMS

(Documents Comprising Technical & Financial Proposal)

Form 1: Technical Proposal Submission Form

EOI No.:
EOI Title:

{Location, Date}

To: The Programme Head,

NSDC Academy, National Skill Development Corporation,

New Delhi

Subject: Submission of Technical Proposal in Response to EOI for Selection of Implementation Partners for Advanced Skilling Centres (ASCs)

Dear Sir:

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

We hereby declare that:

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

(h) We undertake to negotiate a contract if required by client in accordance with ITB clause 26.
(i) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or Notice to proceed or PO is issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter/PO.
We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

_____
Authorized Signature {In full and initials}: _____

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

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

Form 2: Bidder Information Form

EOI No.:
EOI Title:

I. General Information

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

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

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Legal Form of Entity (Company / LLP / Society / Trust)	
3.	Annual Turnover: 2024-25 (INR) 2023-24 (INR) 2022-23 (INR)	
4.	Net Worth (INR Crores) latest audited balance sheet	
5.	Technology Domains Covered (list all domains)	
6.	Number and Names of OEM / Certification Body Partnerships (attach authorization letters)	
7.	Number of qualifying Lab Model engagements at EIs in last 5 years	

8.	Total Students Trained across qualifying engagements	
9.	Total Number of OEM-Certified Trainers on rolls (attach list in form 3)	
10.	Non-Blacklisting / Non-Debarment Declaration (refer Form 8)	
11.	Other Declarations as required	

Form 3: Bidder Past Experience Form

EOI No.:
EOI Title:

1. **Relevant Experience — Lab Model Engagements at Educational Institutions**

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

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

2. OEM & Certification Partnership Details

#	OEM / Certification Body	Type of Authorization	Technology Domains Covered	Validity Date
1				
2				
3				

4				
5				

From 4: Check List for Bidders

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

EOI No.:
EOI Title:

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

Form 5: CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, }
Name of Professional:	{Insert full name}
Date of Birth:	{day/month/year}

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

_____

_____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references		Summary of activities performed relevant to the Assignment

OEM Certifications Held

{List all current, valid OEM certifications with the certifying body, certification title, and validity date}

_____

Language Skills (indicate only languages in which you can work): _____

_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Consultant will be involved)	

Consultant's contact information: (e-mail ……., phone……)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of Consultant Signature Date {day/month/year}

Form 6: Format for turnover and Financial Capability of Bidder

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

Particulars/ Accounting Year (Immediate latest/last three years)	2022-23	2023-24	2024-25	Remark, if any
Turnover of the Firm				

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

Signed by CA with UDIN /Statutory Auditors

(with seal & registration no.)

(Signature of Bidder) with SEAL

Form 7: Conflict of Interest Declaration Form

[Project Name]
Request for Proposal (EOI) No: [EOI Number]

To:
[Procuring Entity Name]
[Address]

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

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

Details of Any Conflicts of Interest

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

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

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

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

Name:
Title:
Signature:
Date:

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

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

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

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

Dear Sir/Madam,

We, the undersigned, do hereby declare that:

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

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

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

Form 9: Business Proposal Submission

The Bidder shall submit a detailed Business Proposal and a Technical Proposal as part of its bid submission. Both proposals shall be submitted as separate documents, clearly titled “Business Proposal” and “Technical Proposal,” respectively.

The Business Proposal shall outline the proposed business model, investment plan, revenue model, operational strategy, and other relevant commercial aspects. The Technical Proposal shall cover the proposed technical approach, implementation methodology, infrastructure, resources, and all documents and information required under Section II and Section III, along with any other applicable requirements specified in the RFP.

SECTION V: FRAUD AND CORRUPT PRACTICES

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

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

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

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

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

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

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

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

SECTION VI: TERMS OF REFERENCE

Engagement of Agency for Selection of Implementation Partners to Co-Invest, Establish, Operate & Manage Advanced Skilling Centers (ASC) at Higher Education Institutions (HEIs) across India

1. Background & Context:

1.1 About NSDC

1.1.1. The National Skill Development Corporation (NSDC) is a not-for-profit public limited company incorporated under Section 8 of the Companies Act, 2013, functioning under the aegis of the Ministry of Skill Development & Entrepreneurship (MSDE), Government of India. Established in 2009 as a unique Public-Private Partnership (PPP) model, NSDC's mandate is to bridge the skill gap in India by enabling scalable, high-quality, and industry-aligned training ecosystems that produce future-ready talent at scale.

1.1.2. NSDC operates as a strategic national catalyst — mobilising private sector investment, institutional partnerships, and technology-enabled delivery mechanisms to transform India's skills landscape. The Advanced Skilling Centers (ASC) initiative represents NSDC's flagship programme to build durable, technology-grade skills infrastructure directly within India's higher education ecosystem.

2. The National Skills Challenge:

2.1.1 India's higher education system enrolls over 40 million students annually, making it one of the largest in the world. However, multiple independent industry assessments have consistently highlighted that a significant proportion of graduates lack the applied, industry-specific technical competencies required for productive employment in emerging technology roles. The principal drivers of this structural gap include:

a) Exponential and rapidly accelerating demand for AI/ML, Data Science, Cloud Computing, Cybersecurity, and IoT professionals across sectors.

b) Widespread digital transformation across manufacturing, energy, financial services, healthcare, and government sectors — outpacing the capacity of existing curricula.

c) Strong industry preference for globally certified candidates validated through internationally recognized OEM credentials.

d) Critical shortage of state-of-the-art, OEM-certified laboratory infrastructure — particularly in Tier-2 and Tier-3 HEIs; and

e) Persistent structural disconnect between academic curricula and evolving industry competency frameworks.

2.1.2 Bridging this gap requires a systemic, scalable, and institutionally anchored intervention — one that embeds industry-grade technical education directly within the academic lifecycle of millions of students.

3. The Advanced Skilling Centers Model:

3.1.1 Advanced Skilling Centers (ASCs) are state-of-the-art, on-campus technology skilling hubs that integrate structured, future-technology training directly within the academic ecosystem of HEIs and EIs. The ASC model is designed to be simultaneously academically credible, commercially sustainable, and nationally scalable. Key features include:

a) Students earn 2–3 academic credits per semester alongside industry-recognized certifications — enabling dual outcomes: a degree and demonstrable employability.
b) Industry-grade, OEM-certified laboratories established within HEI premises, covering domains such as AI/ML, Data Science, Cloud Computing, Networking & Cybersecurity, IoT & Industrial Automation, AR/VR, EV Technology, and Semiconductor Design;
c) Globally recognized certifications from leading Technology OEMs, delivered as part of structured, multi-semester skilling pathways;
d) Progressive skill architecture: Foundation → Associate → Advanced — systematically building technical depth over the degree program duration;
e) Certifications delivered at significantly subsidized costs, democratizing access to premium technical education for students in Tier-2 and Tier-3 institutions.
f) NSDC co-invests in capital expenditure alongside the Implementation Partner under a structured, commercially viable revenue-sharing model; and
g) Full alignment with NEP 2020 credit framework provisions, enabling seamless academic integration.

4. Objectives of the Assignment:

4.1.1 The primary objective of this assignment is to select, engage, and retain qualified Implementation Partners who shall co-invest in, establish, operationalize, and sustainably manage Advanced Skilling Centers at identified HEIs and EIs across India. Specifically, the assignment shall:

a) Establish state-of-the-art, on-campus Advanced Skilling Centers equipped with industry-grade, OEM-certified laboratories at identified HEIs and EIs across India;
b) Deliver structured, multi-semester, globally recognized certification programs in emerging and future technology domains;
c) Integrate credit-linked skilling pathways within degree programs in full alignment with NEP 2020 provisions;
d) Democratize access to premium quality, internationally benchmarked technical education for students across Tier-2 and Tier-3 institutions;
e) Drive measurable, auditable outcomes in student certification completion, employability, placement, and industry engagement;
f) Create a self-sustaining, commercially viable model of campus-based future skills delivery without dependence on recurring public grant funding; and
g) Build a national network of 100 or more ASCs over a phased timeline, establishing a scalable National Skills Infrastructure Platform that serves India's long-term human capital development goals.

5. Scope of Work:

6.1.1 The Implementation Partner shall be responsible for the complete lifecycle management of each ASC assigned to it. The Scope of Work is structured across five operational phases, as detailed below.

Phase 1: Pre-Implementation

1A Site Assessment & Institutional Engagement

a) Conduct a comprehensive assessment of the identified HEI/EI site, including physical space adequacy, utilities (power supply, connectivity, HVAC), structural suitability, and safety compliance;

b) Prepare and submit a Site Assessment Report (SAR) to NSDC within thirty (30) days of Agreement execution;
c) Collaborate with the HEI/EI administration to demarcate and finalize dedicated ASC space (6,000–15,000 sq. ft. for HEIs; appropriately sized for EIs), to be provided rent-free by the Host Institution;
d) Facilitate the execution of the Bipartite Agreement between NSDC and the Host HEI/EI, and the back-to-back Agreement between NSDC and the Implementation Partner; and
e) Coordinate with HEI/EI academic and examination departments to formally integrate ASC programmes into the academic calendar and credit framework.

1 B Infrastructure Planning & Curriculum Design

a) Develop a detailed Infrastructure Planning Document (IPD) covering laboratory layout, equipment placement, network topology, electrical load calculations, and safety provisions;
b) Prepare and submit a Bill of Materials (BOM) for all hardware, software, laboratory equipment, and ancillary systems required at the center — for procurement by NSDC through approved channels; and
c) Design and develop curriculum and instructional content for each certification program, aligned with OEM standards, industry competency frameworks, and NEP 2020 credit provisions.

Phase 2: Infrastructure Setup & Commissioning

a) Install and commission all hardware equipment, licensed software, OEM laboratory setups, networking infrastructure, and ancillary systems — as procured by NSDC — within thirty (30) days of receipt of equipment at the HEI/EI campus;
b) Prepare and submit a comprehensive Asset Register to NSDC within fifteen (15) days of commissioning, containing specifications, serial numbers, purchase values, and asset locations; and
c) Deploy and configure the NSDC-approved Learning Management System (LMS), integrate it with NSDC's central platform, and implement biometric or digital attendance capture systems at the centre.

Phase 3: Training Operations & Delivery

a) Recruit, deploy, and manage a qualified, OEM-certified trainer pool; ensure a minimum of one OEM-certified trainer per technology laboratory at all times;
b) Maintain a minimum of seventy percent (70%) directly employed (in-house) trainers as a proportion of the total trainer workforce at each ASC at all times;
c) Deploy a dedicated Campus Manager (Key Expert K1) and Systems Administrator at each ASC location;
d) Deliver approved certification programmes comprising the specified contact hours per semester — encompassing theory, laboratory sessions, projects, and assessments — as per the approved curriculum;
e) Conduct regular formative assessments, laboratory evaluations, and project reviews throughout each semester;
f) Facilitate industry expert sessions, guest lectures, hackathons, and other experiential learning activities;
g) Register eligible students for global certification examinations with the relevant OEMs or Certification Bodies; and

h) Register all students on the NSDC Portal and issue co-branded NSDC certificates to all students completing training programmes, irrespective of the outcome of global certification examinations.

Phase 4: Technology, Data & Compliance

a) Update the NSDC Portal with complete, accurate, and timely data for all students enrolled, trained, assessed, certified, and placed — within the timelines specified by NSDC from time to time;

b) Submit monthly MIS reports covering student enrolment and attendance, batch progress, certification results, asset condition, and operational issues to NSDC by the 7th day of each calendar month;

c) Submit quarterly asset inspection reports and an annual financial utilisation report to NSDC within the timelines specified in Section F;

d) Maintain all records, registers, vouchers, contracts, and correspondence in an accessible format for audit at any time during the engagement period and for a period of seven (7) years thereafter;

e) Cooperate fully with all audits conducted by NSDC or any competent authority designated by NSDC; and

f) Report any significant operational incident, compliance risk, asset damage, or data breach to NSDC within forty-eight (48) hours of occurrence.

Phase 5: Sustainability, Industry Linkage & Continuous Improvement

a) Develop and maintain active industry partnerships for guest lectures, live project collaborations, internships, and placement support for ASC-trained students;

b) Facilitate placement assistance for a minimum agreed percentage of certified students per cohort, in accordance with targets specified in the Agreement;

c) Conduct periodic curriculum review (minimum once annually) and incorporate updates based on OEM certification framework revisions and evolving industry demand; and

d) Propose and implement continuous improvement measures to enhance student outcomes, certification pass rates, operational efficiency, and stakeholder satisfaction.

6. Minimum Team Structure & Qualification Requirements

The Implementation Partner shall deploy a dedicated, qualified team at each ASC location. The minimum team composition per ASC is as follows:

S.No.	Position	Count	Minimum Qualifications & Experience	Key Responsibilities
1	Campus Manager (Key Expert — K1)	1 per ASC	• Postgraduate in Management, Education, or relevant discipline • Minimum 5 years of experience in campus or institutional administration • Prior experience managing multi-stakeholder academic	• Overall ASC operations management • Liaison between HEI/EI, NSDC, and Implementation Partner • Programme delivery oversight and student experience • Financial compliance and MIS reporting

			programmes preferred	
2	OEM-Certified Trainer (Key Expert — K2)	Minimum 1 per lab (as per approved lab configuration)	• Graduate in Computer Science, IT, Electronics, or relevant stream • Current, valid domain-specific OEM certification mandatory • Minimum 2 years of OEM-certified training delivery experience preferred	• Domain-specific theory and laboratory instruction • Student assessment and progress evaluation • Certification examination preparation and coordination
3	Systems Administrator	1 per ASC	• B.Tech / MCA in Computer Science or Information Technology • Minimum 3 years of experience in IT systems and network administration • Familiarity with LMS platforms and biometric systems preferred	• LMS deployment, configuration, and uptime management • Biometric and digital attendance system management • Laboratory network and digital infrastructure maintenance

Note: The Implementation Partner may propose an enhanced team structure at any ASC location commensurate with the scale of operations. CVs of proposed Key Experts (K1 and K2) must be submitted as part of the Technical Proposal in the format specified at Annexure-VI.

7. Roles & Responsibilities:

The following table delineates the distinct roles and responsibilities of each stakeholder in the ASC program. All stakeholders are expected to operate within their defined scope without encroachment on the functions of other parties.

NSDC (Strategic Enabler & Programme Owner)	Implementation Partner (IP)	Host HEI	Host EI
• Co-investment in CapEx per Agreement terms • Programme design, framework, and quality standards • HEI/EI identification, due diligence, and engagement	• Co-investment in CapEx per Agreement terms • End-to-end laboratory setup, commissioning, and maintenance • Deployment and day-to-day management of	• Dedicated rent-free space (6,000–15,000 sq. ft.) for ASC • Utilities: electricity, broadband connectivity, and facility maintenance	• Dedicated rent-free space (appropriately sized for the EI) • Utilities: electricity, broadband, and facility maintenance • Minimum student enrolment

• Approval of IPs, locations, infrastructure plans, and curricula • Procurement of laboratory equipment for ASC establishment • Invoice management and fee collection from HEIs/EIs • Disbursement of IP revenue share per Agreement • Periodic performance reviews and improvement directives • Financial and operational audit rights • NSDC branding and communication guidelines	qualified manpower • Full training delivery operations: scheduling, content, assessments, certifications • Operational expenditure: trainer remuneration, certifications, lab maintenance • Industry engagement, placement support, and internship facilitation • Compliance with all NSDC reporting requirements via NSDC Portal • Asset management, insurance, and safeguarding of IP-owned assets • Compliance with all applicable laws, regulations, and NSDC policies	• Minimum student enrolment commitment per semester (as agreed) • Programme fee collection from students and remittance to NSDC • Integration of ASC into academic calendar and credit framework • Safeguarding of ASC assets and campus premises • Administrative cooperation for student mobilisation and exam scheduling • Compliance with NSDC branding guidelines on campus	commitment per semester (as agreed) • Programme fee collection from students and remittance to NSDC • Integration of ASC into academic and co-curricular calendar • Safeguarding of ASC assets and campus premises • Administrative cooperation for student mobilisation and exam scheduling • Compliance with NSDC branding guidelines on campus

*** Host HEI:** Universities, autonomous colleges, and degree-granting institutions hosting an ASC.

**** Host EI:** Schools, polytechnics, and vocational institutions hosting an ASC.

8. Reporting Requirements

The Implementation Partner shall maintain a structured reporting discipline throughout the engagement period. All reports shall be submitted in the prescribed format on the NSDC Portal and by email to the designated NSDC Programme Manager.

Report Type	Frequency	Content	Submission To
MIS Report	Monthly (by 7th of each month)	Student enrolment numbers; attendance rates; batch progress and stage completion; certification results; placement and employment data; asset status; operational issues and resolutions	NSDC Programme Team
Asset & Infrastructure Report	Quarterly	Equipment inventory; condition assessment; damage or loss records; repair and maintenance status; capital expenditure utilisation against approved BOM	NSDC Programme Team

Incident Report	Within 48 hours of occurrence	Nature of incident (operational, compliance, safety, data, or asset-related); immediate actions taken; root cause analysis; corrective measures proposed	NSDC Programme Team (escalate to NSDC Management as warranted)
Annual Financial Utilisation Report	Annual (within 60 days of close of financial year)	Financial utilisation of NSDC-disbursed funds; revenue and expenditure statement for the ASC; revenue-sharing reconciliation for the financial year	NSDC Finance & Accounts
NSDC Portal Data Upload	Real-time / within specified SLA	All trained, assessed, certified, and placed candidate records — uploaded to the NSDC Portal within specified timelines	NSDC Portal (automated)

9. Governance & Audit Provisions

G.1 Programme Governance Structure

a) NSDC Board of Directors: Strategic oversight and review at quarterly board meetings;
b) NSDC Management Committee: Operational oversight, policy decisions, and partner performance review at monthly intervals;
c) NSDC Programme Team: Day-to-day monitoring, MIS analysis, field visits, compliance verification, and Implementation Partner coordination; and
d) Institutional Oversight Committee: HEI/EI-level governance including faculty representation, student feedback mechanisms, and academic integration oversight.

10. Audit Rights

a) NSDC reserves the right to conduct financial audits of all ASC-related accounts, transactions, and financial records at any time, with or without prior notice;
b) NSDC may conduct operational audits including physical inspection of laboratories, equipment registers, attendance records, LMS data, and student records;
c) NSDC shall have real-time read access to the LMS and all digital platforms deployed at the ASC;
d) NSDC may commission third-party audits by its internal auditors, designated agencies, or any competent authority; and
e) The Implementation Partner shall make available all documents, records, and access requested by NSDC or its designee within five (5) working days of any written request.

11. Performance Standards & Non-Performance Consequences

a) The Implementation Partner shall achieve and maintain the performance targets specified in the Agreement (covering enrolment, certification, attendance, and placement metrics);
b) Delay in ASC operationalization beyond thirty (30) days from the agreed commissioning date shall attract liquidated damages at the rate specified in the Agreement;
c) Failure to meet Agreement-specified performance outcomes for two (2) consecutive quarters shall trigger a mandatory Performance Improvement Plan (PIP), to be submitted within thirty (30) days; and
d) Persistent non-performance — defined as failure to meet PIP targets within ninety (90) days — may result in termination of the Implementation Partner's engagement at one or all ASC locations at NSDC's sole discretion.

12. Duration of Assignment

12.1.1 The engagement period for each ASC shall be seven (7) years from the Effective Date of the respective Agreement. The Implementation Partner's performance shall be reviewed annually and continuation for subsequent years shall be subject to satisfactory performance as assessed by NSDC against agreed key performance indicators.

13. Transition

14.1.1. Upon termination or expiry of the Agreement, the Implementation Partner shall provide a full operational handover to NSDC or a designated incoming Implementation Partner within ninety (90) days;

14.1.2. All NSDC-owned assets (including laboratory equipment, LMS licenses procured by NSDC, and centre infrastructure) shall be returned to NSDC or redeployed at NSDC's sole discretion; and

14.1.3. Complete documentation, records, LMS data, student databases, and all operational files shall be transferred to NSDC within seven (7) business days of receipt of the termination or expiry notice.

SECTION VII: Platform Support for Tender Preparation:

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

Pre-requisites:

a) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSDC. Bidders can see the list of licensed CA's from the link www.cca.gov.in

b) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at vikas.kumar@c1ndia.com.

c) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the NSDC e-Tendering Portal (https://nsdc.eproc.in)

d) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (https://nsdc.eproc.in)

e) For helpdesk, please contact Help Desk Nos. +91-124-4302033 / 36 / 37

f) Participant are requested to email their issues to procurement@nsdcindia.org and helpdesk at nsdcsupport@c1india.com. This will help serving the participant better.
Note: The subject line must be mentioned in mail heading "**Selection of Implementation Partners to Co-Invest, Establish, Operate & Manage Advanced Skilling Centers (ASC) at Higher Education Institutions (HEIs) across India".**

g) The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (https://nsdc.eproc.in)

h) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

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

j) For technical support, you may reach out to the C1 Team. The contact details are provided below.

Dedicated Helpdesk for NSDC E-proc			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. Prakash Mishra	nsdcsupport[at]c1india[dot]com	+91-9953761136	MON - FRI
2. Mr. Govind Parihar	nsdcsupport[at]c1india[dot]com	+91-9999432157	MON - FRI
3. Mr. Gaurav Singh	nsdcsupport[at]c1india[dot]com	+91-7291981138	MON - FRI
Escalation Level 1			
Mr. Sandeep Bhandari	sandeep[dot]bhandari[at]c1india[dot]com		

SECTION VIII: DRAFT AGREEMENT

AGREEMENT

This agreement (hereinafter referred to as "**Agreement")** is entered into, at New Delhi on _____ ("**Execution Date**")

BY AND BETWEEN

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

AND

<Name of the selected partner>, a <type of entity> incorporated under _____ having its registered office at _____ (hereinafter referred to **"Implementation Partner"**, which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the **SECOND PART**;

NSDC and **Implementation Partner** are hereinafter, wherever the context so requires, referred to individually as "**Party**" and jointly as "**Parties**".

WHEREAS:

A. NSDC is a public private partnership established 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.
B. Implementation Partner is _____.
C. **NSDC** has through a REOI:_____ dated _____, ("REOI") to be read along with corrigendum issued with the REOI, if any, has called for proposals/bids for _____ as enumerated in Annexure-I to this Agreement.
D. Implementation Partner submitted a bid response dated _____ ("Bid Response") pursuant to the REOI where the Implementation Partner has represented to NSDC that it is an experienced, and fully qualified and capable of providing the Services.
E. Pursuant to the evaluation of the Bid Response by NSDC, NSDC has selected the Implementation Partner to provide the services under this Agreement on such terms and conditions hereinbelow.
F. The Parties are desirous of collaborating with each other to co-invest, establish, operate & manage young india discovery labs (YIDL).
G. This Agreement is being executed to fulfil this purpose, subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1. **Definitions:** The following terms used in this Agreement will have the meaning assigned below:

(a) **Abandonment** in respect of an Institution means any act or omission by Implementation Partner which leads to Implementation Partner not providing Services contemplated herein at such

Institution, and the words '**abandon', abandons'** and its other grammatical variations shall be construed accordingly.

(b) **Affiliate** means a Person who controls, is controlled by, or is under the common control with a Party and "control" in relation to a Person shall mean: (i) the acquisition or control of more than 50% (fifty per cent) of the voting rights / interest or of the issued share capital of such Person (on a fully diluted basis); or (ii) the right to appoint and/or remove all or the majority of the members of such Person's board or other governing body; or (iii) having the power to direct the management or policy decisions of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights / interest or by contract.

(c) **Academic year** means the period of the year during which students attend institution. Academic year consists of two semesters.

(d) **Agreement** means this Agreement (as from time to time amended, modified, or supplemented) and includes all schedules, exhibits, annexures and/or any supplements or amendments to this Agreement executed in writing by the Parties.

(e) **Applicable Clearances** means all necessary authorisations, licenses, exemptions, or concessions required under Applicable Laws.

(f) **Applicable Laws** means any statute, enactment, law, regulation, ordinance, license conditions, rules, judgments, orders, decrees, bye-laws, approvals of any Government Authority (whether in India or outside India), directive, notifications, circulars, guidelines, requirement or other governmental restrictions or any similar form of decision and/or interpretation having the force of law on any of the foregoing by an authority having jurisdiction over the matter in question, whether in effect as on the date of this Agreement or at any time hereafter and includes Prevention of Money Laundering Act ("PMLA") Rules and includes all amendments to the above-stated Applicable Laws from time to time;

(g) **Assets** mean the assets deployed by NSDC and Implementation Partner for setting up the ASC at the Institution.

(h) **Campus Manager** shall mean a designated personnel authorized by Implementation Partner for each Institute for the purpose of managing the ASC and reporting to NSDC.

(i) **Advanced skilling centres (ASC)** A state-of-the-art, on-campus technology skilling hub established within the premises of an HEI or EI, featuring OEM-certified laboratories, structured multi-semester certification pathways, and credit-integrated academic delivery.

(j) **Collaboration** shall have the meaning ascribed to it under Recital C of this Agreement.

(k) **Confidential Information** means and includes all non-public information, of any kind whatsoever, which is disclosed by a Party or its Representative(s) ("**Disclosing Party**"), whether in writing, verbally or by any other means, including technical, business, commercial, strategic or financial information, studies, specifications, software, intellectual property rights, know-how, secrets, customer's, prospects, employees and any other information disclosed to or acquired by the other Party or its Representative(s) ("**Receiving Party**") pursuant to or in connection with this Agreement.

(l) **Force Majeure or Force Majeure Event** includes occurrence of events which are beyond the reasonable control of a Party, materially affects the performance of any of the obligations under the Agreement and could not have been avoided even by using best efforts and includes Acts of God; or natural catastrophes such as earthquakes, floods; or epidemics, pandemics, wars, civil disturbances, acts of terrorism, prohibitions or enactments of any kind, import or export regulations, exchange control regulations, strikes, fire etc.

(m) **Force Majeure Notice** shall have the meaning ascribed to it under Clause 13.2 of this Agreement.

(n) **Government Authority** means any ministry, department, board, or any governmental instrumentality directly or indirectly under control of any central, provincial, local government (whether in India or outside India), and includes any court, tribunal, or judicial or quasi-judicial body having jurisdiction.

(o) **Indemnified Party** shall have the meaning ascribed to it under Clause 12 of this Agreement.

(p) **Institution (s)** means collectively or individually as the context requires, each HEI or EI defined hereinafter below at which an ASC is established under this Agreement. The Parties may, by mutual written agreement, amend this Agreement to include one or more additional institutions

within its scope. Upon execution of such amendment, all references to the "Institution" under this Agreement shall be deemed to include the additional institution(s) specified therein. The name of each such institution shall be expressly identified in the relevant Amendment executed between the Parties from time to time.

(i) HEI: A Higher Education Institution — including universities, autonomous colleges, and degree-granting institutions — hosting an ASC on its campus and providing dedicated rent-free space and utilities.

(ii) EI: An Educational Institution other than an HEI — such as a school, polytechnic, or vocational institution — hosting an ASC on its campus under terms analogous to those applicable to Host HEIs.

(q) **Intellectual Property Rights or IPRs** means any rights in or in relation to any patent, copyright, design, logo, utility model, trademark (whether registered or not and includes rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right, software database rights and any other rights of a proprietary nature, existing anywhere in the world, whether registrable or not.

(r) **Loss** shall have the meaning ascribed to it under Clause 12 of this Agreement.

(s) **NSDC Representative** shall mean designated personnel authorized by NSDC as a point of contact for the purpose of this Agreement.

(t) **Person** means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity.

(u) **OEM:** Original Equipment Manufacturer — a globally recognized technology company (e.g., Cisco, Microsoft, AWS, Oracle, Red Hat, NVIDIA) that certifies trainers and issues industry-recognized credentials.

(v) **Representative(s)** means directors, officers, agents, contractors, partners, employees, or representatives employed or engaged by either Party duly authorised by the said Party and/or any person/entity having a business relationship with such Party.

(w) **Review Meetings** shall have the meaning ascribed to it under Clause 9.1 of this Agreement.

(x) **Services** shall have the meaning ascribed to it under Clause 2.1 of this Agreement.

(y) **NSDC Designated Portal (NDP)** means the online portal maintained by NSDC, where candidates can self-register themselves for the batches/courses under which they are getting trained.

(z) **Term** means the period for which this Agreement continues in accordance with Clause 5.1 of this Agreement.

(aa) **Training** shall have the meaning ascribed to it under Recital B of this Agreement.

(bb) **Training Commencement Date** shall mean the date on which Implementation Partner commences the process of imparting Training at the Institute and notifies NSDC for the same.

1.2. **Interpretations** - In this Agreement, unless specified otherwise:

(a) "include" means "including without limitation",

(b) singular includes plural, and vice versa,

(c) reference to one gender includes the other,

(d) reference to a statute or a statutory provision include its amendments, modifications, re-enactments and consolidations,

(e) the Parties have negotiated this Agreement in good faith and have jointly drafted the Agreement, and accordingly, the rule of construction that an agreement should be interpreted against the Party responsible for drafting it will not apply to this Agreement, and

(f) In the event of any conflict between the terms in the main body of this Agreement and the Annexures to this Agreement, the terms in the Annexures of this Agreement will prevail to the extent such terms are incapable of harmonious construction.

2. SCOPE OF WORK, RIGHTS & OBLIGATIONS OF THE PARTIES AND FINANCIALS

2.1. The Parties agree to perform their respective roles and obligations using necessary skill, expertise, and infrastructure in accordance with the scope of work ("**Services**") as specified in **Annexure 1**.

2.2. The Parties acknowledge and agree that this Agreement is intended to govern engagements across multiple Institution(s). The scope of work set out in Annexure 1 shall generally remain the same for all Institution(s). However, the commercial terms, revenue sharing, implementation timelines, institution-specific requirements, and the identity of the Institution(s) may vary from case to case. Such Institution-specific details shall be documented through separate mutually agreed addendums to be executed between the Parties from time to time, and each such Addendum shall form an integral part of this Agreement.

2.3. Implementation Partner shall submit periodic reports to NSDC, as may be required by NSDC from time to time to monitor and evaluate the progress of the work under this Agreement in accordance with Clause 9 of the Agreement. Provided that Implementation Partner shall submit quarterly reports detailing the training conducted and student or institution feedback in the format prescribed by NSDC.

2.4. NSDC and Implementation Partner shall not be liable to bear any cost, charges, expenses, or payment in any manner except as otherwise mentioned in the Note of Amendment.

2.5. The financial provisions applicable to each Institution shall be specified separately in the relevant Note of Amendment executed between the Parties from time to time.

2.6. Notwithstanding anything contained herein or any other document, NSDC takes no responsibility and shall not be held liable for any action, omission etc. of any third party including but not limited to training provider, industry/organisations, entities, candidates etc. whether associated/affiliated with or referred by NSDC or not, and Implementation Partner hereby agrees to indemnify and keep indemnified NSDC, and its employees, officers and agents in this regard.

2.7. **Statutory Approvals**

The Parties hereby agree that each Party shall be responsible for obtaining the statutory approvals required for completion of their respective commitments of the Collaboration described herein. The Parties agree that they shall, where necessary, provide no objection letters and any other correspondence that may be necessary for the other party to obtain statutory approvals.

3. RELATIONSHIP

3.1. 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 term "Parties" here also includes their respective Representatives. The Parties acknowledge that they are not related as per the provisions of the Applicable Laws and this Agreement is entered into on arms-length basis.

3.2. Neither Party or its Representatives shall make any warranty or representation on behalf of the other Party or the services which other Party provides without the prior written authorization of such other Party.

3.3. Notwithstanding any provision of this Agreement, this Agreement is not intended to and does not grant the status of NSDC's affiliated Training provider to Implementation Partner.

4. COVENANTS OF THE PARTIES

4.1. **Branding**

The proposed Centres shall be branded as "ASC – Established by NSDC, Implementation Partner". The branding may change on mutually agreed.

4.2. **Asset Ownership**

a) NSDC shall have ownership of all the assets invested by NSDC at all times during the Term of this Agreement.

b) Implementation Partner shall have ownership of all the assets invested by Implementation Partner during the Term of this Agreement.

c) The right of possession and ownership of the assets shall remain vested with NSDC and Implementation Partner, as applicable, throughout the term of this Agreement. Upon expiry of this Agreement and subject to the Institution's full compliance with all its obligations, all the assets owned by NSDC and Implementation Partner will be transferred to the Institution for a nominal consideration of INR 1 (Rupee One), in accordance with the procedures and documentation prescribed by NSDC.

d) The transfer or assignment of assets owned by NSDC and Implementation Partner to the Institution shall be conditional upon the Institution not being in breach or default of any of its

obligations under this Agreement. In the event of any material breach, default, non-performance, misrepresentation, abandonment of the project, termination attributable to the Institution, or failure to cure a default within the stipulated cure period, NSDC and Implementation Partner shall have the right, at their sole discretion, to withhold, suspend, or cancel the transfer of such assets.

e) In such circumstances, NSDC and Implementation Partner shall retain full ownership rights over the assets and shall be entitled to deal with them in such manner as they deem appropriate. The Institution shall provide all necessary cooperation and access required for the repossession, removal, or relocation of the assets and shall not claim any ownership, lien, compensation, or any other right in respect of such assets.

4.3. **NSDC Certification**

(a) NSDC shall provide all students trained at the ASC with an additional certificate on the completion of program.

(b) Implementation Partner shall report the database of all the students trained on the NSDC Designated Portal.

4.4. **Due Diligence Process:**

(a) NSDC and Implementation Partner shall jointly conduct due diligence of the Institutions proposed by NSDC/Implementation Partner before signing the Agreements for establishing the ASC. It is hereby agreed between the Parties that the final decision of selecting an Institution shall be of NSDC.

(b) Every institution will be selected mutually by NSDC and Implementation Partner after thoroughly due diligence by both the parties.

4.5. **Smooth Implementation:**

(a) NSDC and Implementation Partner shall meet quarterly on mutually agreed dates and review the program / progress and take action to remove the difficulties or constraints, if any, for smooth and efficient functioning and implementation of the program.

(b) By signing this Agreement, NSDC recognizes that the share claimed by Implementation Partner under this Agreement is a fair estimate of the expenditure incurred by Implementation Partner for recruiting, training, and deploying the experts at the respective Institutions as well as for marketing of the services, recruiting and maintaining back office, paying for all certification vouchers, conducting promotional activities and all other activities to ensure the desired outcome under this Agreement.

5. TERM AND TERMINATION

5.1. The term of this Agreement shall commence from the Execution Date and remain in force for a period of 7 (seven) years thereafter **("Term"),** unless terminated earlier in accordance with the terms of this Agreement. The Term of the Agreement can be further extended in accordance with mutual consent of the Parties in writing. Notwithstanding the foregoing, where additional institutions are brought within the scope of this Agreement pursuant to a Note of Amendment, the duration applicable to each such institution may differ and shall be specified in the relevant Note of Amendment. Further, in the event that any agreement entered into with an Institution pursuant to this Agreement is terminated, expired, or otherwise ceases to be in force, this Agreement shall automatically terminate with respect to such Institution, unless otherwise agreed by the Parties in writing.

5.2. **Termination at convenience:** Notwithstanding anything contained in this Agreement or any other document, NSDC may terminate this Agreement any time at its convenience by giving 30 (thirty) days written notice to Implementation Partner. For the avoidance of doubt, where additional institutions are brought within the scope of this Agreement through a Note of Amendment or addendum, NSDC shall have the right to terminate this Agreement in respect of one, more, or all such institutions in accordance with this Clause.

5.3. **Termination for cause:** Subject to the provisions of this Agreement, NSDC shall have a right to terminate this Agreement forthwith in the following circumstances:

(a) Implementation Partner fails to observe any of its obligations or breaches all or any of the terms of this Agreement and has failed to cure such breach (if curable), within a period of 7 (seven) days of provision of notice specifying the breach in reasonable detail;

(b) Implementation Partner is found guilty of misconduct, gross negligence, fraud, breach of confidentiality, or infringement of IPRs, non-compliance with Applicable Laws or material permits by the Service Provider
(c) Implementation Partner is in violation of the anti-harassment policy under Clause 11 of the Agreement.
(d) Implementation Partner either suffers a change of control, or whole or substantial part of business is transferred to third party, as a consequence of which Implementation Partner is unable to perform its obligations under the Agreement;
(e) A petition is filed for initiation of corporate insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 of Implementation Partner or Implementation Partner has entered into an arrangement or compromise with its creditors with respect to all or substantial part of the assets of such Party or is adjudicated insolvent and the operation of such order has not been stayed by any appellate authority.
(f) Implementation Partner or one or more of its directors or principal officers, are convicted of any criminal offence involving moral turpitude and sentenced to imprisonment for a period of not less than 6 (six) months.
(g) Any material breach which is not capable of being remedied or otherwise the Party is of the opinion that continuance of this Agreement would prejudice its interests.
(h) Implementation Partner Abandons any Institute or fails to provide the Services at or to any Institute, or
(i) In case a Force Majeure Event continues for a period of 60 (Sixty) days.

5.4. **Consequence of termination**:
(a) Upon receipt of termination notice by NSDC, Implementation Partner shall ensure provision of unhindered and uninterrupted Training for the ongoing courses up to the conclusion of duration of the ongoing courses and termination of this Agreement.
(b) Upon termination or expiry of this Agreement, the receiving Party shall, in case of Confidential Information and when requested by Disclosing Party, promptly, at Disclosing Party's option, either destroy (except as may be contained in back-up files created in the ordinary course of business or as otherwise required by Applicable Laws) or return and deliver to Disclosing Party, Confidential Information and any copies thereof, and, upon disclosing Party's request, Receiving Party will certify to Disclosing Party within 07 days of such destruction that it has complied with the requirements under this clause.
(c) **Smooth Transitioning**. Upon the termination of this Agreement, Implementation Partner shall provide reasonable assistance to NSDC or the Institutions in transitioning of services provided by Implementation Partner during the term of this Agreement to a new service provider appointed by NSDC, including by providing all the shared databases, files or any other information and any copies thereof whether confidential or not which was provided to Implementation Partner (whether by NSDC or the Institutions or by third parties on its behalf or on its request or instructions), or which Implementation Partner generated as part of processing of any information provided to it, during the course of performance this Agreement.

5.5. Notwithstanding anything contained in this Agreement, termination, or expiry of this Agreement for any reason will be without prejudice to any accrued rights and remedies of either Party or any rights or obligations of the Parties that are intended to survive termination.

6. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

6.1. It validly exists under applicable laws, and has the power and authority to carry on its business in India;
6.2. It has the power to enter into this Agreement and comply with its obligations under this Agreement and it has not suffered any insolvency event;
6.3. It has full capacity and all approvals, necessary permissions, consents, and licences to enter into and to perform its obligations under this Agreement;
6.4. It shall comply with all applicable laws for and while performing its obligations under Agreement;
6.5. The execution of this Agreement 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;

6.6. It shall not, in performance of its obligations under this Agreement utilise any development, innovation, improvement or trade secret in which it does not have a proprietary interest, or other necessary rights for such utilisation;
6.7. Upon signing of this Agreement, this Agreement shall be legally binding on it and shall be legally enforceable against it;
6.8. Neither it nor any of its Representatives involved in the execution of this Agreement, have 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 which prevents the execution of this Agreement;
6.9. This Agreement is being executed by its duly authorised representative;
6.10. It shall comply with all Applicable Laws and has obtained all Applicable Clearances and that they are valid and shall be renewed from time to time (as required under the Applicable Laws);
6.11. It is not subject to any obligation, claim or action, threatened or pending before any Government Authority including court or arbitrator that may prevent it from entering into this Agreement; and
6.12. It owns or has all necessary rights in, all its IPRs which will not, at any time, require any additional license or consent from third party(ies) for use of such IPRs, and no claim or action exists against it alleging infringement of third party IPRs.

7. REPRESENTATIVE

7.1. NSDC Representative shall have the right to visit the Institutions at any time without prior intimation and attend the course being undertaken by Implementation Partner to monitor the progress of the obligations of Implementation Partner under this Agreement.
7.2. The Campus Managers deployed by Implementation Partner in the Institution(s) shall report and coordinate with the NSDC Representative.
7.3. NSDC may by at its sole discretion authorize a new NSDC Representative as and when it may deem fit.

8. RECORDING, REPORTING AND MAINTENANCE OF ASSETS

8.1. **Recording:**
(a) Implementation Partner shall maintain complete and accurate books and records for the Agreement, including records reflecting the number of students enrolled per course, details of the students, attendance for each day, details of the course, curriculum of the Training, details of the Institution. The records must be maintained for at least three years after the termination of the Agreement.
(b) Implementation Partner shall maintain the database of all students trained at the Institutions. This includes without limitation their names, age, courses enrolled, attendance and grades.
(c) Implementation Partner shall maintain the record of the deployment of assets and other resources by NSDC for the purpose of setting up a ASC at an Institute.

8.2. **Reporting:**
(a) Implementation Partner shall report the database maintained of all students trained at the Institutions on the Skill India Digital.
(b) Implementation Partner shall submit monthly periodic reports to NSDC Representative, reflecting the progress of each course, the response of the students, attendance and any other additional information as may be required by NSDC from time to time to monitor the progress of each Training under this Agreement.
(c) Implementation Partner shall additionally submit to NSDC the details of the assets of each ASC, details of damages, wear and tear and reasons thereto in the form of a monthly report.

8.3. Maintenance of Assets:

(a) NSDC and Implementation Partner shall have the obligation to maintain the Assets at all times during the Term of the Agreement, subject to normal wear and tear.

(b) NSDC and Implementation Partner shall obtain insurance for the value of the Assets wrt the capital expenditure, and keep the Assets insured at all times during the term of this Agreement.

(c) The Institution shall be responsible for making good any loss of or any damage done at the ASC on account of mishandling and negligence by the Institution personnel. The Institution shall also be responsible for safeguarding the assets at all times against theft, damage, or any other adverse acts, and shall be liable for any loss resulting therefrom.

(d) In the event of any damage to or destruction of assets arising from any act, omission, or negligence on the part of the Institution, the Institution shall be fully responsible for the repair or replacement of such assets at its own cost. The Institution shall promptly notify the NSDC and Implementation Partner of the incident and take all necessary steps to mitigate further damage. Further, the Institution shall indemnify and hold harmless the NSDC and Implementation Partner from any losses, liabilities, or expenses arising out of such damage or destruction. Any repair or replacement shall be carried out within a reasonable timeframe, as mutually agreed between the parties.

9. REVIEW MEETINGS

9.1 The Parties shall hold one review meeting to review and assess the performance of Implementation Partner under this Agreement, in each quarter commencing from the Execution Date during the Term of this Agreement (hereinafter referred to as the "**Review Meetings**") The representatives assigned by each Party shall mutually decide the date and venue of the Review Meeting and circulate appropriate notice of 07 days and agenda to ensure that the objective for convening the Review Meeting is achieved. Representatives of each Party shall aim to:

(a) review and discuss the progress of the courses being undertaken by Implementation Partner in accordance with this Agreement,

(b) training arrangements and any particular areas of concern.

(c) any other incidental matters that the Parties may think necessary.

9.2 Implementation Partner shall be under obligation to implement decisions taken by NSDC in the Review Meeting.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Notwithstanding any provision to the contrary contained in this Agreement, Implementation Partner shall not use any intellectual property rights, including name and/or trademarks and any other distinctive sign or symbol or logo of NSDC in whole or in part, or in combination with any other names, words, or signs, for any purpose other than in connection with this Agreement and solely in accordance with the terms hereof and with any instructions which NSDC may give from time to time.

10.2 It is further understood that the intellectual property rights, including names, copyright/s and trademark/s of NSDC are and will remain the exclusive property of NSDC. Further, Implementation Partner shall not acquire any rights in respect of said intellectual property rights, including names or copyright/s/or trademarks, and that Implementation Partner is authorized to use them only in compliance herewith.

10.3 Implementation Partner agrees to inform NSDC promptly of any act or event of infringement of or unauthorized use of the names, copyright/s, trademarks, distinctive signs or logos or any other intellectual property rights of NSDC as well as any claim and/or action of third parties, as soon as it becomes aware of said act, event or claim. Implementation Partner shall not commence any proceedings against any third party regarding the actual or potential infringement or unauthorized use of any of said names, copyrights, trademarks, distinctive signs, logos, other intellectual property rights or other rights of NSDC without a prior written consent of NSDC. NSDC reserves the right to act in its sole discretion in this regard, and should it decide to defend its intellectual property rights, in and/or out of court, Implementation Partner shall cooperate with and assist NSDC in connection therewith, in accordance with the instructions of NSDC. Any such

cooperation or assistance by Implementation Partner shall not give rise to any payment obligations or obligations to contribute to payment of the expenses for the defense which NSDC decides, independently, to conduct, nor shall it confer upon Implementation Partner any right with respect to NSDC.

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

11. ANTI-HARASSMENT POLICY

11.1 The Parties hereby agree that an environment of mutual respect for the rights and dignity of others is required to fulfil the purpose of this Agreement. Implementation Partner and its representatives shall encourage the students of the Institutions to form, hold, and express their own beliefs and opinions.

11.2 Implementation Partner and its representatives' exercise of free expression shall not interfere with the acknowledged rights of students, and other personnel to be free from derogatory or other objectionable conduct of a physical or verbal nature, based upon religion, race, colour, national origin, age, sex, height, weight, marital status, sexual orientation, or disability where such conduct has the purpose or effect of substantially interfering with said person's education, or creating an intimidating, hostile or offensive educational environment.

11.3 Parties hereby agree that any such conduct shall be considered harassment. Harassment of any kind by Implementation Partner and its representatives will not be tolerated, and swift, appropriate, and firm disciplinary action will be taken against Implementation Partner, and the person found to have violated this policy against harassment. Based upon the seriousness of the offense and in coordination with the Institution, disciplinary action against the personnel may include verbal or written reprimand, suspension, or termination of the Agreement. This Agreement may be terminated, at the option of NSDC, based on the seriousness of the offence.

11.4 Implementation Partner shall ensure its representatives, contractors, and any other personnel hired for fulfilment of the terms of this Agreement, fully adhere to the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

12. INDEMNITY:

12.1 Without limiting any other rights which NSDC may have under this Agreement and under law, Implementation Partner shall indemnify, defend, hold harmless and keep indemnified NSDC, its Affiliates and Representatives (collectively "**Indemnified Party**") 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) (collectively "**Loss**") suffered and/or incurred by Indemnified Party, arising from or in connection with

(a) the performance of obligations by Implementation Partner under this Agreement or due to any breach of the terms and conditions of this Agreement including any covenants, obligations and representations and warranties of Implementation Partner, or with any Applicable Laws and regulations governing the performance of obligations herein by the Implementation Partner.

(b) Any other conduct by Implementation Partner or its nominees, employees, agents, or delegates as a result of which, in whole or in part, any Indemnified Party is made a Party to, or otherwise incurs any Loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct.

(c) any act or omission undertaken by an Indemnified Party at the request of or with the consent of Implementation Partner.

(d) any contravention of Applicable Laws relating to any action or proceedings taken against an Indemnified Party in connection with any such contravention or alleged contravention by Implementation Partner.

12.2 The provisions of this clause shall survive the termination or expiry of this Agreement.

13. FORCE MAJEURE:

13.1 Neither Party will be liable for any loss or damage resulting from delay or failure to perform any of its obligations within the time specified as a result of Force Majeure Event.

13.2 In the event of a Force Majeure Event, the affected Party will be excused from performance during the existence of the Force Majeure Event provided the affected Party informs the other Party about

such Force Majeure Event immediately but not later than 5 business days of its occurrence, and the date of performance of the obligation including obligation to pay will be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure Event occurs, the affected Party shall notify the other Party in writing of the existence of 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 Event shall continue for more than 60 (sixty) days from the date of the Force Majeure Notice, NSDC shall have the right to terminate this Agreement.

13.3 The above is without prejudice to the rights and obligations already accrued to the Parties as a result of their performance or failure to perform, either in whole or in part pursuant to the terms of this Agreement, prior to the occurrence of events of Force Majeure Event.

14. CONFIDENTIALITY

14.1 Subject to the exceptions provided in this Clause hereinafter, Parties at all times, will keep all Confidential Information, whether marked or not as Confidential Information, received and / or generated under this Agreement confidential, and shall not use the Confidential Information except for the purpose of this Agreement, will not disclose to any third person any such information with respect to the Agreement hereunder. Parties will also ensure that its Representatives are provided access to Confidential Information of Disclosing Party only on a need-to-know-basis and solely for the performance of this Agreement and such Representatives will be required to protect such Confidential Information against unauthorized disclosure in a manner no less protective than under this Agreement.

14.2 Exceptions: Confidential Information will not include information:

(a) which is required to be disclosed pursuant to any Applicable Law provided only to the extent required to be disclosed, and subject to the Disclosing Party is given a reasonable opportunity, where legally permissible, to seek a protective order in respect of such Confidential Information and such Confidential Information disclosed will continue to remain subject to confidentiality obligations;

(b) to the extent to which it is specifically permitted by the other Party in writing;

(c) to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under this clause – "Confidentiality");

(d) that was known without obligation of confidentiality prior to disclosure by the Disclosing Party or independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party; or

(e) that is disclosed to the Receiving Party by a third Party legally entitled to make such disclosure without violation of any obligations of confidentiality as entailed in this Agreement or otherwise.

14.3 The Parties shall disclose Confidential Information to its Representatives or employees, officers, professional advisors, but strictly on a need-to-know basis to the extent necessary and subject to such employees, officers etc. accepting an equivalent confidentiality obligation to that set out in this clause – "Confidentiality";

14.4 At the expiration or termination of this Agreement for any reasons as provided for in the Agreement, all Confidential Information (and all copies thereof) or any other material will be returned to the Disclosing Party or will be destroyed, with written certification thereof, and Receiving Party shall cease to use any such information or materials with immediate effect for any purpose whatsoever.

14.5 Further, during course of this Agreement, Implementation Partner shall also gain access to personal information relating to the candidates. Implementation Partner shall use the personal information only in connection with the performance of this Agreement and take all reasonable steps to prevent the misuse or loss of and unauthorized use, modification, access, and disclosure of personal information by it. Further, the personal information shall be shared by Implementation Partner only, on a need-to-know basis, with such third parties who need access to such information under the Agreement. Implementation Partner shall take all reasonable steps to ensure that the candidate's personal information is protected by such third parties and shall be solely liable for any misuse caused by them. For the purposes of this clause, "personal information" has the same meaning as that which is given to this term under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 as applicable in India and

as may be amended from time to time and shall include any information related to the candidate as may be provided to Implementation Partner.

14.6 Each Party acknowledges that a breach of this Clause may result in irreparable harm to the other Party for which monetary damages may not provide a sufficient remedy. Accordingly, the aggrieved Party may seek equitable relief or injunctive relief in relation to such breach.

14.7 Both parties agree not to disclose any information of this proposed Collaboration to third parties without the prior written consent of the other party (save and except to shareholders and lenders). The Parties also agree to not make any public announcements without the prior written consent of other Party.

14.8 The provisions of this clause shall survive the termination or expiry of this Agreement.

15. ASSIGNMENT OR SUB-CONTRACTING

The obligations herein shall bind not only the Parties but also their respective executors, legal representatives, administrators, successors etc. Implementation Partner shall not be entitled to transfer, assign or sub-contract (except as specifically provided hereunder) any of its obligations herein to any entity including its Affiliate(s) without the written approval of NSDC.

16. NOTICES

Any notice to be served on the Parties under this Agreement shall be deemed to be properly served on the same day if delivered personally; or in 3 (three) days from the date of posting if delivered by Speed Post or Registered Post with Acknowledgement Due, as the case may be, at their respective addresses mentioned below:

To - NSDC:
National Skill Development Corporation
Attention: Chief Executive Officer
Address: 5th Floor, Kaushal Bhawan, New Moti Bagh, New Delhi – 110023

To - Implementation Partner:
Implementation Partner
Attention:
Address:

17. SETTLEMENT OF DISPUTES

17.1 In case of 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, an attempt shall be made by the Parties to resolve it amicably by mutual discussion within 30 (thirty) days of receipt of notice from the other Party to resolve the same, failing which the dispute will be referred to arbitration which will be conducted in accordance with the Arbitration and Conciliation Act, 1996. 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 seat, venue and place of arbitration will be New Delhi and the language will be English.

17.2 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.

17.3 Notwithstanding anything to the contrary in this Agreement, each Party will be entitled to seek preliminary or final injunctive relief in any court of competent jurisdiction located at New Delhi. Any action for injunctive relief will not be subject to arbitration.

18. GOVERNING LAW AND JURISDICTION

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

18.2 Subject to clause 18.1, the courts at New Delhi will have the exclusive jurisdiction to entertain and try any dispute hereunder.

18.3 Any disputes arising out of or in connection with the validity, interpretation or implementation of this Agreement shall be dealt in accordance with the laws of India.

19. OTHER COVENANTS

19.1 **Use of logos**:

Notwithstanding anything contained in this Agreement, any other document or communication, the use of the name, logo and/or official emblem etc. of either Party or any scheme implemented by it in any publication, document, paper, website or any other platform or mode is allowed only, after seeking explicit prior permission in writing from the Party who is the owner of such logo, emblem etc. Such permission may be given by such Party at its sole discretion which may further be subject to any condition which such Party considers appropriate.

19.2 **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, 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 or affecting 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, the Parties 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.

19.3 **Amendment:**

The terms and conditions of this Agreement shall not be changed or modified except by written amendment mutually agreed by the Parties.

19.4 **Entire Agreement:**

This Agreement constitutes the entire agreement between the Parties, and revokes and supersedes all previous agreements between Parties, if any, concerning the matters covered herein whether written, oral, or implied. All rights and remedies covered hereunder is available only to the contracting Parties of this Agreement and no third party shall be deemed to be privy to Agreement or any provision hereof.

19.5 Waiver:

The failure of a Party 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 of the that Party hereto.

19.6 Survival:

Any provision of this Agreement which either expressly or by their nature extend beyond the expiration or termination of this Agreement will survive such expiration or termination, including without limitation, Clause on Indemnity, Confidentiality, IPRs, Dispute Resolution, Survival etc.

19.7 Ethics and Anti-Corruption:

Parties will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with each other and engage in an ethical manner with the highest business standards. Any instances of such violations will be taken in a serious manner, and Parties reserve the right to take all appropriate actions or remedies as may be required under the circumstances.

----------execution page follows----------

The Parties hereto have executed this Agreement as of the date first written above.

For and on behalf of
National Skill Development Corporation

Sign: _____

For and on behalf of
Implementation Partner

Sign: _____