STANDARD PROCUREMENT DOCUMENT

Request for Proposal
for

Request for Proposal (RFP) for Selection of Training Partners for End-to-End Implementation of Vishwakarma Shram Samman Yojana -Recognition of Prior Learning (RPL), Mobilization, Upskilling, Assessment and Certification Programme for Registered Beneficiaries in Uttar Pradesh

Bid No: RFP/NSDC/TP/2026/70

Department- Quality Assurance

Important Dates:

Date of commencement of RFP	*11th September 2026*
Last Date and Time for receipt of queries on email id procurement@nsdcindia.org	*14th September 2026 and 1400 hrs*
Last Date and Time for submission of Bid	*16th September 2026 and 1800 hrs*
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 RFP) 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 "RFP" 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.

2. Introduction

2.1 National Skill Development Corporation (NSDC), the client, intends to select an Agency for of Training Partners for End-to-End Implementation of Recognition of Prior Learning (RPL), Upskilling, Assessment and Certification Programme for Registered BOCW Beneficiaries in

Meghalaya (hereinafter called "Bidders").

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

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

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

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

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

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

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

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

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

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

3. Conflict of Interest

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

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

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

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

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

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

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

4. Corrupt and Fraudulent Practices

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

6. Duration of Assignment

6.1 The duration of the assignment shall be *Six months* from the date of issuance of the Notice to Proceed.

6.2 The performance of the Training Provider will be reviewed by the client at the end of each quarter.,

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

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

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

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

9. Language

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

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the following documents as listed below

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

11. Only One Proposal

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

12. Proposal Validity

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

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

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

13. Extension of Proposal Validity Period

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

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

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

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

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

15. Sub-Contracting

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

16. Clarification and Amendment of RFP

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

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

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

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

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

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

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

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

17. Technical Proposal Format and Content

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

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

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

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

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

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

18. Submission of Proposals

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

18.2 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.

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

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

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

18.6 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.

Subject line while submitting queries to procurement@nsdcindia.org should be "RFP/NSDC/TP/2026/70: Queries: Selection of a Training Partner (TP) for by "Directorate of Industries & Enterprise Promotion, Uttar Pradesh

19. Confidentiality

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

20. Opening of Bid

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

20.1.1 **Opening of Technical proposal:** First technical proposal shall be opened by client's opening committee / procurement team and documents shall be shared with the evaluation committee for evaluation of technical proposal including eligibility criteria.

21. Evaluation of Technical Proposals

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

21.1.1 **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.

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

22. Method of Selection:

22.1 All proposals received shall be evaluated by the Evaluation Committee in accordance with the technical evaluation criteria specified in this RFP. The bidder achieving the highest technical score will be ranked first.

22.2 The award of the contract shall be made to the highest score (ranked 1st), subject to the recommendation of the Evaluation Committee and approval by the competent authority.

22.3 In the event that two or more bidders obtain the same highest technical score, the award of the contract shall be determined based on their financial capacity. The final selection shall be subject to the recommendation of the Evaluation Committee and approval by the competent authority.

23. Negotiations

23.1 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.

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

23.3 Negotiations will be carried out for the following

23.3.1 **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.

24. Notice to proceed

24.1 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.

25. Issuance of Purchase Orders

25.1 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.

26. Signing of the Contract

26.1 NSDC will share the draft copy of contract/SLA with the successful bidder after completion of the procurement process on the basis of the marks scored in technical evaluation, understanding of the capabilities of the Training Partner and negotiation (if any).

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

27. Modification in the Value / Scope of the contract

27.1 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.

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

28. Payment Terms

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

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

29. 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.

29.1 Clarification Period: Bidders shall provide the requested technical clarifications within [2] working calendar days from the date of receipt of the Procuring Entity's request for clarification.

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

29.3 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.

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

30. Binding Nature of RFP Terms and Conditions

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

30.2 Unconditional Proposals: Bidders shall submit only unconditional proposals. The submission of any proposal that is conditional in nature or that purports to vary, supplement, alter, amend, or otherwise deviate from any part of this RFP and/or the Draft Agreement shall be deemed non-compliant and shall be liable for outright rejection, without further consideration.

30.3 Prohibited Modifications: Any attempt by a Bidder to:

a) impose conditions on its proposal;
b) introduce deviations or exceptions to the terms of the RFP or the Draft Agreement; or
c) modify, delete, or alter any provision thereof,

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

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

SECTION II: ELIGIBILITY CRITERIA

S. No.	Eligibility Criteria	Documents/ Copies to be submitted
1	The bidder must be a registered legal entity (Company/ Society/ Trust/ Section 8 Company/ Partnership firm/ LLP) registered in India for at least 3 years as of the RFP release date The bidder must have a valid GST registration and PAN number.	Certificates of Registration/ Incorporation. or GST registration certificate AND Copy of PAN card
2	An applicant should be a funded/ non-funded Training Partner of NSDC, or applicant should have implemented any other govt. scheme implemented on Skill India Digital HUB (SIDH) or any other govt. portal with min. 1000 numbers of candidates	NSDC Empanelment Letter/ MoU/ Agreement OR **SIDH or any portal Dashboard screenshot** showing project-wise or scheme-wise Certified candidate numbers (≥1000)
3	The bidder should have a positive net worth and a minimum average annual turnover of INR *5 (FIVE)* crores for services in Training Partner and similar services the previous three financial years before date of tender publication. (FY:2023-24, 2024-25 and 2025-26) last 3 years This must be the individual company turnover and not of any group of companies.	CA certificates with UDIN and Copy of the audited balance sheet
4	The bidder should have a minimum of 3 years' experience in implementing skill development or vocational training or Capacity Building Training programs in India for any Govt Department. Along with this bidder should also have trained minimum 25 thousand participants in past 3 years under any govt department.	Relevant copy of any one of the following: 1. Work Orders / Contracts / Agreements 2. Completion Certificates
5	The bidder should not be Debarred and / or blacklisted and / or Suspended by any Central / State Government Department/ other government agencies or government affiliate agencies/ Public Sector Undertakings (PSUs)/ any multilateral agency as on date of submission of this bid. <u>A consistent history of court/arbitration decisions against the bidder or existence of ongoing high value disputes may lead to the rejection of the proposal.</u> An entity or any Training Provider or any Training Center of the TP should not be currently backlisted for any project implemented by NSDC/ MSDE on the date of proposal submission	Undertaking to be submitted on letter head of the entity signed by the authorized signatory of the bidding organization. The declaration should be given on 100/- Rs. stamp paper duly notarized along with Certificate from the Authorized Signatory/Company Director or equivalent.

S. No.	Eligibility Criteria	Documents/ Copies to be submitted
6	Mandatory requirements: All requirements mentioned in the Terms of Reference and Scope of Work must be mandatory complied with. If bidder is not able to provide services according to TOR and SOW, they will be disqualified	Should submit an undertaking on its letterhead duly signed by the authorized representative
7	Power of Attorney in favor of Authorized Signatory signing the bid and Board Resolution/equivalent document in favor of person granting the Power of Attorney for the Bidder.	BR/PoA copy to be enclosed along the bid document.
8	Conflict of Interest	Undertaking signed by authorized signatory of the bid on company letter head

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

SECTION III: EVALUATION CRITERIA

The Bidder shall submit Technical and Financial Proposal only through the e-Proc Portal (Government e Market portal)

S. No.	Technical Evaluation Criteria and sub-criteria	Maximum Marks
1	Financial Capability: The bidder should have a positive net worth and a minimum average annual turnover of INR Five (5) crores for services in Training Partner similar services the previous three financial years before date of tender publication. (FY:2023-24, 2024-25 and 2025-26). • 5 Crores to 10 Crores– **3 marks** • More than 10 crores to 20 crores– **5 marks** • More than 20 crores **– 10 marks** Required Documents: • Audited Financial Statements • CA-Certified Turnover Statement	10
2.1	Past Experience: The bidder should have a minimum of 3 years' experience as on 31st March 2026 in implementing skill development or vocational training or Capacity Building Training programs in India under any Govt Department, as per the following criteria: • Minimum 3 years' experience **– 1 mark** • More than 3 to 7 Years **– 2.5 marks** • More than 7 Years **– 5 marks** Required Documents: Work order/Agreement/ MoU from Department.	5
2.2	Past Experience: The bidder should have trained minimum 25 thousand participants in past 3 years under any Govt Department, as per the following criteria: • Minimum 25000 participants **– 3 marks** • More than 25000 to 50000 participants **– 5 marks** • More than 50000 participants **– 10 marks** Required Documents: Work order/Agreement/ MoU from Department along with completion certificate.	10
3	Past Performance: The bidder's past performance will be evaluated based on the number of completed trainings in a single training program over the last five (5) years, as per the following criteria: • 7,000 to 15000 participants trained **– 3 marks** • Between 15,000 and 30,000 participants trained **– 5 marks**	10

	• More than 30,000 participants trained – **10 marks** Required Documents: Work order and Certificate from Department /Work order and Data from Govt Portal regarding trained numbers.	
4	Trainers' Qualification and Experience: The bidder shall propose a minimum of fifteen (15) trainers by submitting their CVs. Each proposed trainer must meet the following minimum eligibility criteria: • Must be Training of Trainers (ToT) certified; and • Must have a minimum of three (3) years of relevant sectoral experience. Scoring Criteria: • Trainers with experience between 3 to 5 years: **0.25 mark per trainer** • Trainers with experience of more than 5 years: **0.5 mark per trainer** Required Documents: CV as per desired format with ToT certificates on bidder's letter head	5
5	Geographical Experience: The bidder will be evaluated on the geographic experience in implementing training programs across various states as per following in the last three (3) years. • Experience in working minimum 10 districts and 2 states: **3 marks** • Experience in working minimum 20 districts and 4 states: **5 marks** • Experience in working minimum 30 districts and 6 states: **10 marks** An additional **5 marks** shall be awarded to bidders who have successfully implemented training programs for a minimum of ten thousand (10000) participants in the state of the Uttar Pradesh in similar schemes like ODOP/VSSY/RAMP etc Required Documents: Work order along with certificate of completion/Data from Govt portal.	15
6	Compliance with ISO Quality Standards & Certifications required in due • ISO 9001 Certification – 2 Marks • ISO 9001 Certification and FSSAI License- 5 Marks Required Documents: Copy of Certification along-with validity	5
7	Approach & Methodology The presentation will be evaluated based on the following sub-criteria: • Understanding of project objectives and scope • Proposed implementation plan and timelines • Mobilization strategy and candidate outreach plan • Methodology for training delivery, including use of technology or innovation • Monitoring mechanism Required Documents: The bidder must submit a technical proposal along with a presentation (10–15 slides) for review by the Technical Evaluation Committee. The same presentation	40

	submitted with the proposal shall be presented by the bidder before the committee members, either virtually or in person.	
	Total Marks	**100**

SECTION IV: FORMS

(Documents Comprising Technical & Financial Proposal)

1. <u>Form 1: Technical Proposal Submission Form</u>

RFP No.:
RFP Title:

{Location, Date}

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

Dear Sir:

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

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.
(b) Our Proposal shall be valid and remain binding upon us for the period of **180 days** after the last date of submission.
(c) If extension of proposal validity required, Our Proposals' validity will automatically extend for 180 days more without any change in the original Proposal submitted by us and is binding upon us.
(d) We have no conflict of interest in accordance with ITB 3.
(e) We meet the eligibility requirements as stated in ITB 5, and we confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per **Section V – Code of Integrity**.
(f) We, along with any of our sub-Bidders, subcontractors, suppliers, or Training PartnerTraining Partners for any part of the selection, are not subject to, and not controlled by any entity or individual

that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.

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

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

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

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

We remain,

Yours sincerely,

____

Authorized Signature {In full and initials}: _______

Name and Title of Signatory: ___
Name of Bidder: _______

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

2. Form 2: Bidder Information Form

RFP No.:
RFP Title:

I. General Information

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

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

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Annual Turnover: 2024-25 2023-24 2022-23	
3.	Relevant Experience:	
4.	Blacklisting Declaration	
5.	Other Declarations as required	

3. Form 3: Bidder Past Experience Form

RFP No.:
RFP Title:

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

4. Form 4: Financial Declaration

1. Basis of Payment

Payment shall be made only for candidates:

- Successfully Certified,
- Supported with complete documentary evidence and portal validation as per project guidelines.

2. Approved Cost

Component	**Amount per Candidate**
Training Cost- 10 Days	₹5,000
Assessment & Certification Cost	₹900*
Food during the training program- 10 days	₹3,000
Total Cost per Candidate – 10 days	₹8,900**

Note:

- All disbursements under the SLA will be made on achievement of the defined milestones

- All disbursements to Training Partner by NSDC are subject to receipt of funds by NSDC from concerned department/ client.

- In case of non-achievement of targets, disbursement will be made on pro-rata basis.

- All charges are inclusive of applicable taxes. NSDC shall make payments under this Agreement, including taxes, after deducting withholding tax at source at the prevailing rate.

* Assessment cost can be paid by the department to assessment body or NSDC.

**Above cost will be as per the MoU/ project cost signed/ received from the department. NSDC will keep 5% of the overall cost under project management unit.

3. Payment Milestones

Training Partners may be paid by NSDC broadly aligned with disbursement milestones as per project. The exact percentage payable to Training Partners shall be specified by NSDC in the SLA signed with the selected Training Partner.

4. Pro-rata Payment

In case of partial achievement of assigned targets, payment shall be released strictly on a pro-rata basis against verified outcomes.

5. Conditions for Payment

Payment shall be subject to:

- Achievement of approved targets.
- Compliance with SLA and SOP requirements.
- Submission of all mandatory documents.
- Portal validation and verification as per department requirement.
- No adverse findings during quality monitoring, audit or assessment.

6. Recovery & Withholding

NSDC may withhold or recover payments in case of:

- Fake beneficiaries.
- Misrepresentation of records.
- Non-compliance with PMKVY 4.0 or project guidelines.

- Poor performance.
- Audit observations.
- Fraudulent practices or breach of agreement.

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

5. Form 5: Check List for Bidders

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

RFP No.:
RFP Title:

Sr. No.	Documents to be Submitted duly filled, signed	Yes / No
1	I. Certificates of Registration/ Incorporation. II. GST registration certificate III. Copy of PAN card	
2	CA certificates with UDIN and Copy of the audited balance sheet	
3	Document asked in Section II & III	
4	Blacklisting Declaration	
5	BR/PoA copy	
6	Term of Reference (TOR) Declaration	
7	Conflict of Interest Declaration	
8	Presentation capturing Approach and Methodology etc	
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	

6. Form 6: CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, PROJECT LEADER}
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
[e.g., May 2005-present]			

____

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}

7. <u>Form 7: Format for turnover and Financial Capability of Bidder</u>

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				
Net worth				

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

Signed by CA with UDIN /Statutory Auditors

(with seal & registration no.)

(Signature of Bidder) with SEAL

8. Form 8: Conflict of Interest Declaration Form

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

To:
[Procuring Entity Name]
[Address]

In accordance with the provisions of the RFP 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.

9. Form 9: 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.

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:

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

1. Background

The Directorate of Industries and Enterprise Promotion, Government of Uttar Pradesh (Grantor), has allotted training targets under the Vishwakarma Shram Samman Yojana 2.0 for FY 2026-27. National Skill Development Corporation (NSDC) has been nominated for implementation of selected trades and districts. The programme aims to provide 10-day non-residential skill upgradation training, Recognition of Prior Learning (RPL) certification, facilitation of toolkit support and handholding for self-employment and margin money loan assistance.

2. Objective

- Deliver skill upgradation training for beneficiaries identified under Vishwakarma Shram Samman Yojana 2.0.
- Facilitate RPL assessment and certification through relevant Sector Skill Councils and approved agencies.
- Provide mobilization, counselling, training, assessment coordination and documentation support.
- Ensure compliance with Government Orders, Project guidelines and NSDC guidelines and quality standards.
-

3. Scope of Work

Stage 1: Mobilization & Beneficiary Verification

- Coordinate with district authorities for beneficiary lists.
- Verify eligibility and documentation.
- Inform candidates through SMS, phone or other communication channels.

Stage 2: Training Delivery

- Conduct 10-day non-residential training through ToT-certified trainers.
- Provide training material, practical exposure and sector expert sessions.
- Maintain Aadhaar-enabled attendance and evidence records.

Stage 3: Assessment & Certification

- Coordinate RPL assessments with Sector Skill Councils.
- Facilitate assessment logistics and candidate participation.
- Support issuance of certificates.

Stage 4: Post-Training Support

- Assist beneficiaries in toolkit-related processes and margin money loan awareness.
- Support reporting and outcome tracking.

ROLES AND RESPONSIBILITIES OF TRAINING PARTNERS

A. Mobilization & Candidate Management

- Mobilize only approved beneficiaries.
- Maintain candidate records and consent forms.

B. Training Delivery

- Deploy ToT certified trainers.
- Ensure quality practical and theory sessions.
- Provide meals and training facilities as prescribed.

C. Infrastructure & Logistics

- Arrange suitable permanent training centres.
- Provide equipment, tools, consumables and safety arrangements.

D. Documentation & Reporting

- Submit batch details before commencement.
- Maintain photographs, videos, attendance and feedback records.
- Submit district-wise completion reports and booklet documents.

E. Compliance

- Adhere to all Government Orders, project guidelines and NSDC instructions.
- Cooperate in inspections, audits and monitoring visits.
- 100% compliance with approved training locations and beneficiary verification.
- Deployment of ToT-certified trainers.
- Timely reporting and portal updates.
- No fake candidates, proxy attendance or fraudulent practices.

G. Training Partner shall:

a. Perform the obligations under the agreement professionally, diligently and in accordance with the terms and conditions of the agreement.
b. It possesses the experience, technical capability, infrastructure, systems and personnel necessary for implementation of the Agreement.
c. All information and documents submitted to NSDC are true, complete and accurate in all material respects.
d. It shall obtain and maintain all approvals, registrations, licences and permissions required for performance of its obligations.
e. It shall comply with all Applicable Laws and Government requirements.
f. It shall immediately notify NSDC of any event that may materially affect its ability to perform the Project.
g. It shall not engage in any activity which creates a conflict of interest or compromises the integrity of the Project.

Performance Standards

High Severity Violations

- Fake candidates.
- Non-conduct of training at approved location.
- Candidate absence due to improper mobilization.
- Offering or demanding undue favors to assessors.
- Influencing assessment outcomes.
- Intimidation of assessors.

Medium Severity Violations

- Failure to conduct counselling and pre-screening.
- Candidate unawareness regarding RPL/PMKVY.
- Non-distribution of job role kits.
- Non-availability of certified trainers.
- Non-distribution of training materials.

Low Severity Violations

- Non-adherence to branding and publicity guidelines (As per project guidelines).

D. SLA Penalty

For delay in submission of deliverables:

A penalty equivalent to 10% (ten percent) of the value of the SLA value may be levied.
Additional penalties, suspension, de-empanelment, forfeiture of dues, or recovery may be imposed in accordance with PMKVY 4.0 Guidelines and NSDC/MBOCWWB decisions.

SERVICE LEVELS AND PERFORMANCE STANDARDS

Sl. No.	Deliverable	Timeline
1	Submission of batch and training location details	Before training commencement
2	Completion of training programme	As per approved schedule
3	Submission of assessment and completion records	Within 15 days of completion

Utilisation Certificate

Sr. No.	Project FY	CA Utilization Certificate	Date of Submission
1	FY 2026-27	1.Till 31st Dec 2026 2. Till 31st March 2027	Within 10 days after completion of the mentioned period

E. Training Partner shall :

(I) Ensure that no part of the Grant Amount shall become payable merely by execution of the Agreement between NSDC and selected bidder. Each disbursement shall be subject to:

(a) approved targets;

(b) achievement of applicable milestones;

(c) satisfactory physical and financial progress;

(d) submission and acceptance of the required reports and Utilisation Certificate;

(e) compliance with Applicable Law and Government guidelines;

(f) absence of material breach

Provided that NSDC shall process and consider the release of the corresponding approved disbursement in a timely manner upon fulfilment of the applicable conditions, milestones and documentation requirements by NSDC.

(II) Submit a written request for each release in the prescribed form and within the prescribed timeline as per TOR, as applicable.

(III) Utilise the amount disbursed under the Agreement solely for approved Project purposes and in accordance with the approved budget.

(IV) Ensure that No re-appropriation between approved budget heads shall be made without NSDC's prior written approval.

(V) Ensure that funds shall not be used for operational, administrative, travel or other expenditure unless expressly permitted in the approved budget or approved by NSDC in writing.

(VI) Ensure shall have no liability to make any payment beyond the approved amount or for any activity, expenditure or commitment not expressly approved under this Agreement.

(VII) All payments shall be made in Indian Rupees through bank transfer to the designated bank account of Training Partner, subject to applicable financial procedures.

(VIII) Training Partner shall not transfer the amount to any third party except as expressly permitted for approved Project activities and in accordance with the approved implementation arrangement.

(IX) Any excess, duplicate, erroneous, ineligible, unspent or uncommitted disbursement shall be refunded to NSDC within fifteen (15) days of written demand or such shorter period as may be specified in the written demand.

(X) Any revision in applicable Government Common Cost Norms or other Government-prescribed rates shall apply only to eligible batches/activities commencing on or after the effective date of such revision and shall not automatically increase the overall Grant Amount.

(XI) Training Partner shall promptly notify NSDC of any change in its corporate structure, registration, tax status, governing documents, authorised signatories or other circumstance which may materially affect its ability to perform the Project.

F. Property and Assets:

1. Equipment, materials or fixed assets purchased wholly or partly from the amount disbursed under the Agreement shall be used solely for the Project.

2. Training Partner shall maintain an asset register identifying such assets.

3 Training Partner shall not sell, transfer, lease, pledge, encumber or dispose of such assets without NSDC's prior written approval.

4 Upon expiry or termination, NSDC may direct Training Partner to return, transfer or otherwise deal with such assets in accordance with Applicable Law and Government instructions.

G. **ACCOUNTS, RECORDS AND AUDIT**

1 Training Partner shall maintain complete, accurate and auditable accounts and records relating to the Project and Amount disbursed under the Agreement.

2 Training Partner shall provide reasonable access to physical and electronic records and shall provide copies and explanations reasonably requested by NSDC with respect to the Project.

3 Where NSDC suspects fraud, misuse, falsification or material financial irregularity, it may conduct an inspection or audit without the ordinary notice period.

5 Training Partner shall submit quarterly Utilisation Certificates and financial statements in the prescribed format.

6 Training Partner shall retain Project records for at least seven (7) years after Project Completion or such longer period as required under Applicable Law or Government directions.

7 Any errors, omissions or inaccuracies identified by NSDC shall be rectified by NSDC within seven (07) days of written notice or within such other period specified by NSDC in writing.

8 NSDC shall not be required to make further disbursements until outstanding audit observations, Utilisation Certificates or financial irregularities have been satisfactorily resolved.

9 All unspent, uncommitted, ineligible, unsupported or improperly utilised amounts shall be refunded to NSDC within fifteen (15) days of Project Completion or termination, or within such shorter period as may be specified by NSDC in writing.

10 NSDC may undertake or commission an impact assessment audit at any time during or after the Agreement Period.

11 If an audit identifies non-compliance, irregular expenditure, ineligible beneficiaries, unsupported expenditure, overpayment or other financial irregularity, Training Partner shall be given an opportunity to respond to the audit findings. Following consideration of such response, Training Partner shall reimburse NSDC for the amount finally determined by NSDC, with reasons recorded in writing and shall undertake corrective action as directed by NSDC.

12 NSDC shall not issue advance or post-dated cheques for Project funding. Disbursement shall ordinarily be through bank transfer against approved milestones and applicable financial controls.

Platform Support for Tender Preparation:

1. C1 India Private Limited: Training Partnerto provide the e-Tendering Software and facilitate the process of e-tendering on Application Training Partner (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 "**Request for Proposal (RFP) for Selection of Training Partners for End-to-End Implementation of Recognition of Prior Learning (RPL), Upskilling, Assessment and Certification Programme for Registered BOCW Beneficiaries in Meghalaya**"

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

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

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

SECTION VII: DRAFT AGREEMENT

DRAFT AGREEMENT

BETWEEN

NATIONAL SKILL DEVELOPMENT CORPORATION

AND

[<Write name of selected Training Partner>]

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

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

and

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

NSDC and Training Partner shall hereinafter be individually referred to as "Party" and collectively as "Parties".

WHEREAS

A. NSDC is a non-profit company incorporated under the Companies Act, 1956 ("Act") and has the license under section 25 of the said Act (corresponding to section 8 of the Companies Act 2013) and established as a public private partnership with the object of developing unskilled and semi-skilled labour force into productive and skilled labour and to establish, manage, run and support institutes and polytechnics for achieving this objective ("Business").

B. The Directorate of Industries and Enterprise Promotion, Government of Uttar Pradesh, has allotted training targets under the Vishwakarma Shram Samman Yojana 2.0 for FY 2026-27. National Skill Development Corporation (NSDC) has been nominated for implementation of training in selected trades and districts under allotment letter issued by the department (No. 369 dated 12th August 2026). The programme aims to provide 10-day non-residential skill upgradation training, Recognition of Prior Learning (RPL) certification, facilitation of toolkit support and handholding for self-employment and margin money loan assistance.

C. Now, NSDC has through a request for proposal dated {DD-MM-YYYY}, ("RFP") to be read along with corrigendum issued with the RFP, if any, has called for proposals/bids to provide services as enumerated in Schedule I ("Services") to this Agreement.

D. The Training Partner submitted a bid response dated DD-MM-YYYY ("Bid Response") pursuant to the RFP where the Training 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 Training Partner to provide the Services under this Agreement on such terms and conditions hereinbelow.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

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

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

b) **"Applicable Law"** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

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

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

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

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

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

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

1.2. Interpretation

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

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

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

d) References to the singular will include the plural

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

2. APPOINTMENT OF TRAINING PARTNER

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

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

2.3. It is hereby clarified that the Training Partner shall be considered as finally engaged to provide the Services under this Agreement only upon receipt of the electronic performance security by NSDC in accordance with other terms of this Agreement.

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

2.5. Sub-Contracting

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

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

3. CONSIDERATION AND PAYMENT TERMS

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

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

3.3 It is hereby expressly agreed between the Parties that any payment to Training Partner under this Agreement shall be only upon receipt of the same from Grantor.

4. TRAINING PARTNER'S RESPONSIBILITIES

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

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

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

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

4.5. The Training Partner shall:

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

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

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

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

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

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

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

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

5. TERM

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

6. TERMINATION

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

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

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

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

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

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

Partner or any similar occurrence under any jurisdiction affects that Training Partner; or

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

6.2. NSDC may terminate this Agreement, without assigning any reason by giving written notice of 15 (fifteen) days.

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

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

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

7. CONSEQUENCES OF EXPIRY / TERMINATION

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

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

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

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

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

7.6 Upon Termination or expiry:

a) Training Partner shall immediately cease incurring further expenditure except as necessary for orderly closure;

(b) Training Partner shall submit a final statement of accounts and all required reports;

(c) all unspent, uncommitted, ineligible, unsupported or improperly utilised Grant Amounts shall be refunded to NSDC;

(d) NSDC shall be entitled to recover any amount determined to have been improperly utilised or paid by providing 07 days written notice

(e) Training Partner shall return or hand over Project assets, records, data and materials as directed by NSDC; and

(f) Training Partner shall provide all reasonable assistance required for orderly transition or closure of the Project.

7.7 Where termination occurs due solely to a Government decision or approval not being granted, NSDC may, at its discretion, permit an orderly closure or provide an additional period not exceeding fifteen (15) days for completion of approved activities. In such event, payments shall be made in respect of activities duly completed under the Project in accordance with the terms of this Agreement.

7.8 Any equipment, non-consumable item or fixed asset purchased or financed wholly or partly from the Grant Amount shall remain subject to the directions of NSDC and shall not be transferred, sold, disposed of, pledged or otherwise encumbered without NSDC's prior written approval.

8. TRAINING PARTNER'S REPRESENTATION AND WARRANTIES

The Training Partner represents and warrants that:

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

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

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

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

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

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

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

8.8. This Agreement is being executed by a duly authorised representative of the Training Partner.

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

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

9. PERFORMANCE GUARANTEE:

9.1. Within ten (10) working days from the date of execution of this Agreement by both Parties, the Training Partner shall furnish to NSDC an electronic performance security equivalent to five percent (5%) of the Agreement value, amounting to Rupees [●] only

(INR [●]). The electronic performance security shall be denominated in Indian Rupees and shall be provided in the form of an unconditional and irrevocable bank guarantee issued by a nationalized/scheduled bank located in India, acceptable to NSDC, and in the format prescribed by NSDC (as set out in Schedule V) (the "Performance Bank Guarantee" or "PBG").

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

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

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

10. PERSONNEL

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

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

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

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

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

10.6. Substitution of Key Experts

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

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

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

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

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

vi. Sub-Contracting

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

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

11. COMPLIANCE WITH LAWS

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

12. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

13. INDEMNIFICATION

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

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

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

14. USE OF CONFIDENTIAL INFORMATION

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

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

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

15. FORCE MAJEURE

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

15.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure provided the affected party informs the other party about such Force Majeure event immediately but not later than 7 days of its occurrence, and the date of performance of the work will be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure occurs, the affected party shall notify the other party in writing of the existence of the Force

Majeure (the “Force Majeure Notice”), and both parties will attempt to mitigate the effect of the Force Majeure as much as possible. If such Force Majeure shall continue for more than 30 (thirty) days from the date of the Force Majeure Notice, both parties shall have the right, upon written notice to the other party, to terminate this Agreement.

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

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

16. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

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

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

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

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

17. COMPLIANCE WITH ANTI-CORRUPTION LAWS

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

17.2 The Training Partner irrevocably, unequivocally and explicitly undertakes, assures and agrees to:

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

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

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

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

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

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

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

18. INFORMATION SECURITY, COMPLIANCE AND OTHER OBLIGATIONS OF TRAINING PARTNER

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

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

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

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

i) Disabling the personnel's login credentials.
ii) Deleting the personnel's access permissions.

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

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

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

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

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

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

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

18.4 Background Verification Checks regarding Training Partner users:

(1) Background Verification Checks – Training Partner shall conduct background verification checks on all its personnel who will have access to NSDC's Information and related assets. The background verification checks should include, but not be limited to, the following:
(a) Criminal background check.
(b) Employment verification.
(c) Education verification.
The cost of the background verification checks shall be borne by Training Partner.

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

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

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

19. **MISCELLANEOUS**

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

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

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

19.4 **Assignment**:

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

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

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

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

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

19.8 **Relationship**:

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

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

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

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

To Training Partner:
[]

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

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

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

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

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

For National Skill Development Corporation

Sign: ________________________________
Name:
Title:

For <Name of Training Partner>

Sign: _____________________________
Name:
Title:

Sign: __________________________

Name:

Title:

SCHEDULE I

SERVICES

SCHEDULE -II

Payment Details

Schedule -III

Fraudulent or Corrupt Practices

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

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

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

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

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

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

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

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

Schedule IV

Key Experts with Names

Schedule V

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No.........................[insert guarantee reference number]

Date..............................[insert date of issue of the guarantee]

To: ____ [name of Purchaser]

______________________________________ [address of Purchaser]

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

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

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of ___________________ [amount of guarantee2] _________________________ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ___________________ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

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

We further agree that no change or addition to or other modification of the terms of the Agreement or of the Goods and related Services to be supplied thereunder or of any of the Agreement documents which may be made between you and the Applicant shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

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

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

Signature and seal of the guarantor ____________________________

Name of Bank ____

Address ____

Date ____

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