STANDARD PROCUREMENT DOCUMENT

Request for Proposal
For
SELECTION OF AGENCY FOR CONCURRENT IMPACT EVALUATION & MONITERING FOR NATIONAL GREEN HYDRO MISSION(NGHM)

BID NO: GEM/2026/B/8122579
Department- Government Programs

Important Dates:

Date of commencement of RFP	*06th Oct 2026*
Pre bid meeting Virtual through MS Teams *(*Click here to join*)*	*09th Oct 2026; 03:00 PM*
Last Date and Time for receipt of queries	*Only on GeM under representation tab within 4 days of bid publication on GeM*
Last Date and Time for submission of Bid	27th Oct 2026
Place of Submission of Proposals	Government e Marketplace (GeM)

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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 Implementation Agency (IA)" refers to the entity designated by the MNRE/MSDE to operationalize and manage the execution of the scheme, including coordination with stakeholders, overseeing implementation, monitoring, and reporting as per the guidelines issued by the Client.

1.12

1.13 "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.

1.14 "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.

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

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

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

1.18 "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.

1.19 "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 Selection agency for Establishment Call Center operation and maintenance for Government schemes SELECTION OF AGENCY FOR CONCURRENT IMPACT EVALUATION **&** & MONITERING OF NATIONAL GREEN HYDRO MISSION(NGHM) (hereinafter called “Bidders”).

2.2 This RFP is issued for the Concurrent Impact Evaluation of Skilling, Reskilling, and Upskilling component under the National Green Hydrogen Mission (NGHM), approved by the Union Cabinet and implemented by MNRE through designated Implementation Agencies (IAs). The evaluation shall specifically assess alignment with NGHM's skilling targets, including development and delivery of Qualification Packs (QPs) for green hydrogen value chain roles, upskilling/reskilling initiatives, and contributions to workforce readiness.

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

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

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

2.6 The 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.

2.7 The information contained in this document or information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the 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.

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

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

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

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

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

3. Conflict of Interest

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

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

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

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

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

3.3.3 **Conflicting relationships Relationship 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 MSDE/NSDC or MNRE 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

(iv) Involved in NGHM oversight, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MSDE throughout the selection process and the execution of the Contract. Also, bidders must not be current Training Providers, Implementation Agencies, Sector Skill Councils, or industry partners engaged in NGHM skilling, with mandatory disclosure of any prior associations

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 and technical criteria are given under **"Section II& III"** of this RFP.

6. Duration of Assignment

6.1 The duration of the assignment shall be *12- Month* from the date of issuance of the Notice to Proceed.

6.2 The 12-month duration must cover at least one full training cycle (enrolment to placement). Any extension shall require prior concurrence of MNRE & MSDE to align with NGHM timelines, milestones, and ongoing skilling phases.

6.3 The Purchase Order (PO) will be issued on an annual basis (for a period of one year).

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

6.5 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.

7.2 In the event that the IP addresses of multiple bidders are found to be the same, the proposal shall be strictly disqualified.

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. Benefits to MSEs

15.1 Bidders registered as Micro and Small Enterprises (MSEs) as defined in Public Procurement Policy 2012 (as amended) issued by Ministry of Micro, Small and Medium Enterprises shall be exempted from the payment of EMD on submission of valid documentary proof. MSEs claiming exemption from EMD are required to submit undertaking duly typed on bidder's letter head and signed by the authorized signatory with seal along with valid documents to proof the organization as MSEs.

16. Proposal Security

16.1 Proposal security is *not applicable.*

17. Sub-Contracting

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

18. Clarification and Amendment of RFP

18.1 The Bidder may seek clarification on any part of the RFP, only through the **GeM Portal** under representation tab **within 4 days of publication** of the bid. The Client may respond to all queries of the bidders (including an explanation of the query but without identifying its source) through **GeM portal** only.

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

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

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

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

18.5.1 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.

18.5.2 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.

18.5.3 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.

19. Technical Proposal Format and Content

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

19.2 The Technical Proposal shall be prepared using the format provided in **"Section IV-Forms"** of the RFP

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

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

19.5 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.

20. Financial proposal Format and Content

20.1 The Financial Proposal shall be prepared using the format provided in the "**Form 4:** Financial Proposal Submission Form of the RFP. It shall list all costs associated with the assignment.

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

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

20.4 A financial Proposal expressing the price of its services in another currency shall be declared non-responsive.

C. Submission, Opening and Evaluation

21. Submission of Proposals

21.1 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.

21.2 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.

21.3 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.

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

21.5 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.

21.6 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.

22. Confidentiality

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

23. Opening of Bid

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

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

23.1.2 **Opening of Financial proposal:** Financial bid of the bidder's qualifying the technical proposal including eligibility criteria shall be only opened.

24. Evaluation of Technical Proposals

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

24.1.1 **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.

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

25. Opening of Financial Proposals and evaluation.

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

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

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

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

26. Method of Selection

26.1 The method of selection applicable under this RFP is **Quality and Cost-Based Selection (QCBS): 70:30**

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

b. The calculation formula is given below

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

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

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

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

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

Bidders Commercial Score = The evaluated bid price

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

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

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

c. Total Score will be calculated on the Technical and Financial marks awarded by the committee members and the applicable QCBS weightage.

d. The Consultant achieving the highest combined technical and financial score will be invited for negotiations on the contract.

In case two or more consultants achieve the same score, preference will be given to bidder with the highest technical score. If further scores are the same then, the Client reserves the right to negotiate/ select one or more consultants based on technical and financial proposals.

e. MSDE may use e-Auction process for financial opening for this Procurement

Negotiation & Award of Contract

27. Negotiation & Award of Contract

27.1 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.

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

27.3 Negotiations will be carried out for the following

27.3.1 **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.

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

27.4 **Conclusion of negotiation:** The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Bidder's authorized representative. If the negotiations fail, the Client shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity for the bidder to respond. If disagreement persists, the Client shall declare the proposal nonresponsive, informing the Bidder of the reasons for doing so. The Client shall invite the next-ranked responsive bidder to negotiate a Contract. Once the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

28. Notice to proceed

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

29. Issuance of Purchase Orders

29.1 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.

30. Performance Security

30.1 Within the 10 days of Issuance of Purchase Order, the successful bidder must submit the electronic performance bank guarantee for an amount of 5% of the total contract value (including taxes) to the Client's.

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

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

30.4 If the Successful Bidder fails to furnish the performance bank guarantee within 10 days, it shall be lawful for the Client at its discretion to annul the award and forfeit bid

security / EMD, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers', debarring for 2 years to participate in any tender, etc.

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

31. Signing of the Contract

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

31.2 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.

31.3 The draft agreement shared below shall not be subject to any changes in any clause at the time of finalization

31.4 Notwithstanding anything contained in this RFP, execution and signing of the Agreement pursuant to this RFP shall be subject to the receipt and availability of the requisite funds from the applicable funding sources. NSDC reserves the right to defer, postpone, or cancel the execution of the Agreement, in whole or in part, without any liability to the successful bidder, in the event such funds are delayed, reduced, withdrawn, or not received. No contractual obligation shall arise unless and until the Agreement has been duly executed following confirmation of the availability of funds.

32. Modification in the Value / Scope of the contract

32.1 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.

32.1.1 If the need shall arise, the requirement shall be increased or decrees qty or duration of the Contract as per the terms & conditions of GeM (Government e-Marketplace).

32.1.2 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.

33. Payment Terms

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

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

34. **Time Allowed for Technical Clarifications During Technical Evaluation:**

The Procuring Entity may or may not as per technical committee decision 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.

34.1 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.

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

34.3 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.

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

35. Binding Nature of RFP Terms and Conditions

35.1 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.

35.2 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.

35.3 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.

35.4 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 business Entity in India under the Companies Act and on or before Yr.2020. The bidder must have a valid GST registration and PAN number.	● Certificates of Registration/ Incorporation. ● GST registration certificate ● Copy of PAN card
2	The bidder should have a minimum average annual turnover of INR *1.4 Cr* for similar services in the previous Five years before date of tender publication. (FY:2020-21,2021-22,2022-23, 2023-24 and 2024-25) 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
3	The Bidder should have over 5 years of similar research and evaluation experience, as per scope defined in TOR. *Experience including proven experience in (i) large-scale skilling programme evaluations, preferably in energy/renewables/industrial safety sectors; (ii) PAN-India labour market studies; (iii) assignments linked to NSDC/SSCs/SSDMs and skilling ecosystem; and (iv) in-house or empanelled expertise in green hydrogen/renewables, labour market analytics, and digital MIS.	Relevant copy of any one of the following: Purchase/Work Order (with clear mention of scope of work with quantum of work) or Work Completion Certificates OR, Satisfactory client certificate (clear mention of scope of work with quantum of work)
4	The Bidder must have completed minimum 3 similar and relevant projects with min. project value of at least Rs. 50L each in last 5 FYs.	Relevant copy of any one of the following: Purchase/Work Order (with clear mention of scope of work with quantum of work) or Work Completion Certificates OR, Satisfactory client certificate (clear mention of scope of work with quantum of work)
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 in the last three Financial Years till the date of submission of this bid. *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.*	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 Authorised 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	Bidder should submit an undertaking on its letterhead duly signed by the authorized representative
7	Power of Attorney in favour of Authorized Signatory signing the bid and Board Resolution/equivalent document in favour 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 GeM Portal (Government e Market portal)

S. No.	Technical Evaluation Criteria and sub-criteria	Maximum Marks
1	**Relevant Eligible Experience:** Concurrent Evaluation 6 PAN India Assignment 6 Impact Assessment/ Evaluation Study (two assignments) 12 Assignment for skill ecosystem 6	30
2	**Proposed Methodology and Work Plan**: • Understanding of the Scope • Approach and Methodology with proposed work plan Required Documents: The bidder must submit a technical presentation (10–15 slides) along with technical proposal for review by the Technical Evaluation Committee. If required NSDC will call for presentation for the same presentation submitted with the proposal to the committee members, either virtually or in person. Evaluation will be based on the quality of submissions.	30
3	**Relevant Experience of the key personnel:** ➢ Team Leader : 10 Marks ➢ Monitoring and Evaluation Expert: 10 Marks ➢ Project Coordinator 10 Marks ➢ Statistician 10 Marks Note: I. Marks for each Key Personnel shall be awarded for the number of relevant eligible assignments the respective Key Personnel has worked on, educational qualification, years of relevant experience, comparative size and quality of specific assignments. Key experts should be in payroll of Bidding agency and should not be retired personnel from any government/private organization. • *Mandatory Requirement The Core Team members working on Concurrent Monitoring should be in payroll of Bidding agency and should not be retired personnel from any government/private organization.*	40
	Total Marks	**100**

Note:

- Minimum Qualifying marks will be 70. Proposal obtaining 70 or more marks in technical evaluation will be qualified for financial proposal opening.
- Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein.
- A Proposal shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks. The scoring criteria to be used for evaluation shall be in accordance to above matrix.

SECTION IV: FORMS

(Documents Comprising Technical & Financial Proposal)

1. Form 1: Technical Proposal Submission Form

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 service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
(g) In competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988
(h) We undertake to negotiate a contract if required by client in accordance with ITB clause 26.
(i) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or Notice to proceed or

PO is issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter/PO.
We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

_____

Authorized Signature {In full and initials}: __

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

Address: ____
Contact information (phone and e-mail): ___

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 2021-22 2020-21	
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 Proposal Submission Form

RFP No.:
RFP Title:

The Bidder is required to submit their financial proposal in the table mentioned below but not with the technical proposals. Please note that this needs to be submitted along with the technical proposal but as a separate document.

SN	Description	Contract Duration (months)	Quantity	Total Cost (in INR) Excluding tax	Total Cost (in INR) incl taxes
1	Assignment Cost	12	Project / Lumpsum Based		

Price Brake Up

Sr No	Particulars	INR	Total Cost (in INR) incl taxes
1			
2			
3			

Note: The above-mentioned targets are indicative NSDC reserves the right to release purchase orders with lower quantity, considering the requirements of project.

Note: All Out-of-Pocket (OOP) expenses, including accommodation, travel, and related costs, shall be borne entirely by the bidder and must be included in the quoted price. NSDC will not cover any additional costs beyond the final quoted amount

Instructions for filling in the financial bid:

- The QCBS evaluation will be calculated on the total Cost (in INR) including tax
- The break-up of cost to be furnished as per above format and will be same as uploaded on GeM
- The break-up furnished should match the Grand Total including taxes quoted on GeM portal.

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	Work Orders + Completion Certificates	
4	Blacklisting Declaration	
5	BR/PoA copy	
6	Term of Reference (TOR) Declaration	
7	Conflict of Interest Declaration	
8	**Bidder Past Experience Form:** The bidder must complete the provided table with relevant experience details and attach supporting documents below table (such as work orders and completion certificates). This process should be repeated for each project or engagement the bidder wishes to include in the technical proposal.	
9	Presentation capturing Approach and Methodology etc	
10	Financial Proposal was separately uploaded	
11	Technical Proposal Submission Form	
12	Bidder Information Form + other information	
13	Check list Declaration	
14	HR Head Declaration on Bidder's Letterhead	
15	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}

Form 7: Format for turnover and Financial Capability of Bidder

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

Particulars/ Accounting Year (Immediate latest/last three years)	2020-21	2021-22	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

7. Form 8: Conflict of Interest Declaration Form

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

To:
[Procuring Entity Name]
[Address]

The Bidder shall submit a duly signed Conflict of Interest Declaration on its letterhead, confirming the following:

1.The Bidder hereby declares that neither it nor any of its holding company, subsidiary, affiliate, associate, consortium member, subcontractor, key personnel, directors, partners, or employees has any actual, potential, or perceived conflict of interest that may affect the Bidder's participation in the procurement process or ability to perform the Services in an independent, fair, objective, and unbiased manner.

2.The Bidder further declares that, as on the Bid Due Date, it is not engaged by the National Skill Development Corporation (NSDC) under any active, ongoing, or subsisting contract for the same or substantially similar scope of services that may give rise to a conflict of interest or impair its independence in the performance of the proposed assignment.

3.The Bidder hereby confirms that, as on the Bid Due Date, it is neither an active Training Partner of NSDC nor associated with any Sector Skill Council (SSC) in any manner, whether directly or indirectly through any of its affiliates, subsidiaries, consortium members, parent company, group entities, or any other related entity.

4.The Bidder declares that none of its directors, partners, key managerial personnel, employees, consultants, or key experts proposed for this assignment has any financial interest, employment relationship, or close personal relationship with any employee, officer, director, or member of the Board of NSDC that could result in, or reasonably be perceived as resulting in, a conflict of interest. For the purpose of this declaration, "close personal relationship" shall include spouse, parents, children, siblings, parents-in-law, children-in-law, siblings-in-law, or any other relationship that may reasonably influence the procurement process or performance of the Contract.

5.The Bidder confirms that it has not participated in the preparation of the Terms of Reference, technical specifications, cost estimates, or any other procurement documents relating to this RFP in a manner that would provide it with an unfair competitive advantage.

6.The Bidder undertakes to immediately disclose to NSDC, in writing, any actual, potential, or perceived conflict of interest that may arise during the bidding process or throughout the term of the Contract. The Bidder further agrees to comply with any directions issued by NSDC for the resolution or mitigation of such conflict.

7.The Bidder hereby undertakes that, for the duration of this Project and until its completion or expiry, neither it nor any of its affiliates, subsidiaries, consortium members, parent company, group entities, or any other related entity shall, directly or indirectly, engage in or

carry out any activity with NSDC or any Sector Skill Council (SSC) without obtaining the prior written approval of the competent authority of NSDC.

8.The Bidder acknowledges that if any declaration made herein is found to be false, misleading, incomplete, or if any material information has been concealed, or if a conflict of interest is discovered at any stage of the procurement process or during the execution of the Contract, NSDC shall have the unrestricted right, without prejudice to any other rights or remedies available under law or the Contract, to:

i.reject the Bid or disqualify the Bidder;

ii.forfeit the Bid Security/Performance Security, where applicable;

iii.terminate the Contract forthwith;

iv.recover any loss or damages suffered by NSDC; and

v.debar the Bidder from participating in future procurements of NSDC for such period as may be determined by NSDC in accordance with its applicable policies and procedures.

The Bidder certifies that the above declaration is true, complete, and correct to the best of its knowledge and belief and understands that any misrepresentation or suppression of material facts shall constitute sufficient grounds for rejection of its Bid and/or termination of the Contract.

Authorized Signatory

Name:

Designation:

Date:

Signature with seal

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

1.1 The National Green Hydrogen Mission (NGHM) was launched in January 2023 with a total budgetary outlay of ₹19,744 crore. The Mission aims to develop a production capacity of 5 million metric tonnes (MMT) of Green Hydrogen per annum by 2030. It is expected to generate approximately 6,00,000 jobs across the Green Hydrogen value chain by 2030.

1.2 Recognizing the need for a skilled workforce to meet this growing demand, the Mission places strong emphasis on skilling, upskilling, and reskilling initiatives to support the emerging hydrogen ecosystem. These activities are a key component of the Mission's strategy to ensure the availability of trained human resources across the value chain.

1.3 The scheme is being implemented by the Ministry of New and Renewable Energy (MNRE) through designated Implementation Agency/Agencies (IAs). As part of the implementation framework, one of the major responsibilities of the IAs is the concurrent review, monitoring, and evaluation of training facilities, processes, and outcomes to ensure quality and effectiveness.

1.4 Concurrent monitoring and evaluation (M&E) play a crucial role in understanding the outcomes and impacts attributable to a program. Such evaluations provide insights that facilitate evidence-based decision-making – helping to scale up effective interventions and modify or discontinue those that are less effective. Evaluation studies also support policymakers and program managers in identifying inefficiencies, improving implementation processes, and optimizing resource utilization.

1.5 The objective of this Terms of Reference (ToR) is to define the framework for evaluating the skilling interventions provided under the National Green Hydrogen Mission (NGHM). The evaluation will focus on candidates at different stages of the skilling lifecycle – from enrolment to training and placement. It will involve conducting baseline, concurrent (or periodic), and end-line surveys to assess the effectiveness and impact of the interventions. The findings from this evaluation are expected to aid decision-makers in designing, refining, and prioritizing different types of skilling interventions for various target segments under the Mission.

2. Rational for Concurrent Evaluation

2.1 A variety of evaluation methods are available for assessing the performance and effectiveness of interventions. Traditional evaluations often adopt a summative approach, focusing primarily on measuring outcomes or impacts once a program has been completed. These evaluations are typically quantitative in nature and rely on control group comparisons, baseline and end-line surveys, or pre and post assessment strategies.

2.2 While such approaches are valuable for determining what results were achieved, they offer limited insights into how or why those results occurred. Consequently, their utility for providing timely feedback to program managers and decision-makers during implementation is limited. This restricts opportunities for making mid-course corrections or for improving program design and delivery in real time.

2.3 To address these limitations, alternative evaluation approaches – such as formative, real-time, developmental, and concurrent evaluations – have been developed.

2.4 Among these, concurrent evaluation represents an innovative and adaptive strategy that combines multiple evaluation methodologies to assess a program during its implementation. This approach enables continuous monitoring of progress and processes, thereby helping to identify both the strengths and the challenges of implementation.

2.5 In a concurrent evaluation framework, data collection, analysis, and reporting occur throughout the program cycle, ensuring that feedback is timely and actionable. Regular feedback loops are established to inform program implementers and decision-makers,

allowing them to take evidence-based corrective measures, refine operational strategies, and enhance overall effectiveness.

2.6 By employing a mixed-method approach – integrating both quantitative and qualitative evidence – concurrent evaluations generate deeper insights into program performance. This approach not only measures outcomes but also explains the mechanisms driving them, thereby supporting informed decision-making and continuous improvement in implementation.

2.7 **Progress Achieved as on 31st December 2025**

- 43 Qualification Packs (QPs) developed;
- 78 Master Trainers and 325 Trainers certified.
- 6,954 candidates certified under PMKVY 4.0 and industry-supported initiatives.
- 1,680 trainees sanctioned under RPL mode (FY 2025–26) and 1072 certified under NGHM RPL scheme
- State Action Plans received from Maharashtra, Bihar Kerala, Andhra Pradesh, Karnataka, and Rajasthan.
- Industry collaborations initiated with Tata Power, IOCL, BPCL, Linde India, GAIL, and others
- Training Institution: Industry locations such as BPCL Mumbai Refinery, HPCL Visakh Refinery, HPCL Mumbai Refinery, HPCL Mumbai Refinery, IOCL Digboi Refinery, IOCL Guwahati Refinery, IOCL Haldia Refinery, IOCL Panipat Refinery, IB Solar Institution, Sonbhadra, KP Green Engineering Limited, Linde - Praxair India Private Limited - Torangallu and Tata Power Institution, Navi Mumbai

3. Purpose and Aim of the Third-Party Evaluation under NGHM

Under the National Green Hydrogen Mission (NGHM), concurrent evaluation aims to provide continuous, evidence-based insights into the design and delivery of skilling interventions across the Green Hydrogen value chain. The purpose of this evaluation is to:

1. **Evaluate the extent to which program objectives are being achieved** in terms of coverage, quality, certification, placement outcomes, and measurable contributions to **green job creation**.
2. **Examine emerging outcomes and potential impacts** on employability, productivity, and workforce readiness, with explicit emphasis on **reskilling and upskilling initiatives** for both new entrants and existing workforce.
3. **Identify operational and administrative challenges** faced by training providers, training centres, and implementation agencies, and assess how these constraints affect program performance and delivery efficiency.
4. **Assess constraints and barriers faced by candidates/trainees**, including issues related to access, motivation, certification, and post-training opportunities, and evaluate their influence on program achievements and perceived benefits.
5. **Monitor candidate progression across the skilling lifecycle**—enrolment, training, assessment, certification, and placement—to assess program efficiency and effectiveness in real time.
6. **Conduct comprehensive skill gap mapping** across the entire Green Hydrogen value chain to identify priority areas for intervention and ensure alignment with industry demand.

7. **Evaluate upskilling in emerging technologies** such as electrolysis, fuel cells, hydrogen storage, and other advanced processes critical to the Green Hydrogen ecosystem.
8. **Examine reskilling pathways for workers transitioning from traditional sectors** (e.g., fossil fuels and conventional energy) to green hydrogen roles, ensuring smooth workforce mobility.
9. **Ensure alignment with national and international safety standards** and best practices in all skilling interventions, particularly for high-risk technologies and operations.
10. **Evaluate relevance, efficiency, and effectiveness** of ongoing skilling programs in the context of technological advancements and enterprise requirements.
11. **Generate evidence-based recommendations** for strengthening design and delivery of future Short-Term Training (STT) and apprenticeship initiatives under NGHM.
12. **Support data-driven decision-making** by providing timely feedback to policymakers, MNRE, and implementation agencies for course corrections.
13. **Examine wider impact** on enterprises, local economies, and the hydrogen value chain, including contributions to sustainable industry development and green job creation.

4. Scope of work

4.1 ***The following suggestive steps would be taken for the study:***

4.1.1 ***Reference period of the study***: The impact evaluation will be for the period from 2025-26 to 2026-27.

4.1.2 ***Situational Analysis***: Review on skill development initiatives under green hydrogen mission, NGHM scheme guideline, job role wise trained and employment, policies, aid packages and other forms of investments towards upskilling in India and gathering secondary data & information from different secondary sources to facilitate the collection of primary data.

4.1.3 ***Research Tools & Guidelines***: Designing of the discussions guides for focus group discussions, interview guides for in-depth interviews and structured questionnaires/schedules for F2F (in person) surveys with project beneficiaries and comparison group as relevant along with survey guidelines/manuals and translating them in regional languages as per study geography. Putting in place appropriate IT hardware and application software for digital data collection and management

4.1.4 ***Pilot Testing of research tools*****:** Before the full-scale rollout of data collection, a comprehensive pilot testing phase shall be conducted to ensure that all research tools, instruments, and protocols are robust, contextually appropriate, and capable of generating reliable and valid data. This stage will function as a quality assurance and refinement exercise, identifying potential gaps, ambiguities, and operational challenges.

4.1.5 The finalized research tools – revised post-pilot – will be submitted to MNRE for review and formal approval prior to the commencement of the baseline survey and full-scale data collection. A short Pilot Testing Report summarizing the methodology, findings, and modifications undertaken will be included as part of the Inception Report.

4.1.6 ***Concurrent monitoring and evaluation:***

a) The evaluation will follow a quasi-experimental design, integrating both baseline and concurrent assessments to measure changes over time.
   - **Baseline Survey:** Conducted at the beginning of the evaluation to establish the initial conditions of beneficiaries, institutions, and systems.
   - **Concurrent Monitoring:** Undertaken throughout the implementation period to capture program implementation progress, challenges, and lessons learned.
   - **End-line or Summative Assessment**: Conducted at the end of the evaluation period to measure outcomes and assess overall effectiveness and impact.

b) For impact analysis, the **Difference-in-Differences (DID)** approach will be employed as the primary analytical method. This method will help measure the net effect of the NGHM Skill Training Program by comparing the change in key outcome indicators—such as employment levels, income, productivity, and skill utilization—between treatment and comparison groups over time. The DID approach controls for time-invariant unobserved factors, thus providing a more reliable estimate of causal impact. In addition to DID, the bidder may propose other robust statistical and econometric techniques to strengthen the analytical rigor of the evaluation. These may include, but are not limited to –
   - **Multiple Linear Regression Models**: To analyze the influence of multiple socio-economic and program-related variables on outcome indicators and to control for confounding factors.
   - **Statistical Matching Techniques** (e.g., Propensity Score Matching): To improve the comparability between treatment and control groups by matching beneficiaries on observable characteristics.
   - **Regression Discontinuity Design (RDD)**: Where applicable, to exploit program eligibility thresholds or cut-offs for identifying causal impacts.
   - **Panel Data or Fixed Effects Models:** To capture individual-level variations and dynamic effects over time.

   The selected evaluation agency may justify the choice of methods based on data availability, contextual suitability, and the need for analytical robustness.

c) The concurrent evaluation under the NGHM Skill Training Program will be conducted on a statistically representative sample of minimum 500 beneficiaries. The sample will ensure proportional representation across all 14 participating States and Union Territories, prioritizing sampling in active green hydrogen hubs/pilot states (e.g., Gujarat, Rajasthan, Andhra Pradesh, Karnataka, Odisha, Tamil Nadu); including specific strata for reskilling beneficiaries and training modes (PMKVY, RPL, industry-led); covering diverse implementation contexts and beneficiary categories under the program.

d) A stratified random sampling approach will be used to ensure representation across all stages of the skilling lifecycle (enrolment, training, assessment, certification, and placement)

e) To enable outcome and impact analysis, the evaluation will include both treatment and comparison groups

f) For Quantitative component, a structured survey tool will be developed addressing the relevant evaluation objectives and incorporating MNRE-approved KPIs for upskilling outcomes (e.g., placement in GH value chain, wage progression, safety competencies).

g) For the qualitative component, purposive sampling will be used to select key project stakeholders including but not limited to Training providers and institutional heads; Master trainers and assessors; Industry representatives and placement partners; Officials from MNRE, SCGJ, and other Implementation Agencies, Task Force, Industry Associations State Nodal Agencies, and other key implementing partners

h) Qualitative data is required to be collected through key informant interviews (KIIs), observations and informal discussions, and Focus Group Discussions. The quantitative data is required to be collected through structured interviews using questionnaires – preferably CAPI/CATI surveys.

i) The evaluation will include periodic reporting and continuous feedback loops to ensure the findings are translated into actionable recommendations.
   - **Inception Report:** Detailing the evaluation framework, tools, sampling plan, and timelines.
   - **Baseline Report:** Summarizing initial findings from the baseline survey.
   - **Quarterly Progress Reports:** Highlighting emerging trends, implementation bottlenecks, and suggested corrective measures.
   - **Draft Final Report:** Presenting comprehensive analysis and findings for stakeholder review.
   - **Final Evaluation Report:** Incorporating stakeholder feedback and providing recommendations for future implementation.

j) Regular review meetings will be organized with MNRE, implementation agencies, and other stakeholders to discuss key findings and facilitate data-driven decision-making.

4.2 ***Ethical Considerations:***All evaluation activities will adhere to ethical research standards, ensuring confidentiality, informed consent, and voluntary participation of respondents. Data privacy and integrity will be maintained throughout the process, and findings will be reported objectively and transparently.

4.3 ***Quality Assurance***: High quality data management and adherence to quality assurance mechanisms as per agreed protocols, plans and schedules.

5. Target Respondents

5.1 In accordance with the objectives, this study would endeavor to address several areas of skill development through interaction with various stakeholders. Following is an indicative list of stakeholders:

a) NGHM Beneficiaries
b) Community / Society
c) Implementation Agencies and Training Providers
d) Industry Associations and Employers
e) Academicians / Subject matter experts
f) Other Key Stakeholders (e.g. Officials from MSDE and MNRE, Task Force, State Ministry Officials, DSDP, SSC(SCGJ) etc.)

6. Team Composition

6.1 The Consultant should provide a core team of researchers to the assignment with expertise in designing and planning rigorous impact assessment/evaluation and process evaluations of complex social interventions. Following key technical experts will be required for the assignment:

Key Personnel[@]	Minimum Qualification
Team Leader (*preferably with domain experience)*	S/he should have ***PhD /advanced degree in Economics / statistics / public policy / Social sciences*** from a reputed national or international university. Specific experience in formulation of M&E framework, impact and process evaluation of public policy/large programs/skill development and educational outcome projects for ***at least15 years*** is required. Preferable if has have demonstrable domain knowledge in renewable energy/green hydrogen technologies, industrial safety,

Key Personnel@	Minimum Qualification
	NGHM-specific skilling frameworks, and digital MIS for monitoring. Should be in payroll of Bidding agency.
Monitoring and Evaluation Expert	S/he should have ***PhD /advanced degree in Economics / statistics / public policy / Social sciences*** from a reputed national or international university. Specific experience in formulation of M&E framework, impact and process evaluation of public policy/large programs/skill development and educational outcome projects for at least ***10 years*** is required. Should be in payroll of Bidding agency.
Project Coordinator	S/he should have ***PhD / advanced degree in Economics / statistics / public policy / Social sciences*** from a reputed national or international university. Specific experience in formulation of M&E framework, impact and process evaluation of public policy/large programs/skill development and educational outcome projects for at least ***12 years*** is required.
Statistician	***Postgraduate degree in Statistics, Economics, Econometrics, Mathematics or related field(s)*** with more than ***10 years*** of research experience. Should be in payroll of Bidding agency.

@ The Core Team members working on Concurrent Monitoring should be in payroll of Bidding agency and should not be retired personnel from any government/private organization.

7. **Duration of the Project**

The study is expected to be completed within 12 months of its initiation, including the submission of the final report. However, the actual time period for assignment may vary as per the number of stakeholders taken up for review by the agency and would be finalized in discussion with the selected agency.

8. **Deliverables**

	Deliverables	Submission Timeline#
1	**Submission and acceptance of Inception Repor**t (*e.g. Research Methodology, Sampling Strategies for different stakeholder and Training Types, Finalization of Research Tools, Survey Mobilization Plan, Quality control Mechanism, Quantitative and Qualitative Analytical Framework*)	T+ One month
2	**Submission and acceptance of Baseline Report** (*Finding from the Baseline Survey*)	T+ Three month
3	**Submission and acceptance of Quarterly Progress Report#** (*Finding from the quarterly Survey along with recommendation of strategic changes, course corrections for*	T+ Three month+ Six month+ Nine month+ Twelve month

	Deliverables	Submission Timeline#
	better implementation of the scheme and trade specific success story, best practices etc.)	
4	**Submission and acceptance of End line Report**[#] (*e.g. Finding from the end line Survey along with specific measures to improve outcomes/ achievements of the program, sector specific success story, best practices etc.)*	T+ Twelve month
5	**Submission and acceptance of Final Report and Presentation based upon the report incorporating all the suggested changes from MSDE/NSDC**[#] (*e.g. Combination of all previous deliverables along with sectoral and cross-sectional performance of the skilling interventions across India, with respect to performance indicators related to access, equity, learning outcomes, innovation, employability, innovation-based entrepreneurship etc. In addition, the final report should comprise of the findings of the efficiency and effectiveness of skilling intervention from the periodic survey along with success story)*	T+ Twelve month

 # Time Frame can be revisited basis the geographic area covered during the program. All deliverables shall be submitted concurrently to both MSDE and MNRE, with joint review meetings involving MNRE representatives for discussion of findings and recommendations."

9. **Payment Milestone:**

	Deliverables	Payment Milestone
1	**Signing of agreement and Acceptance of Inception Repor**t	20% of the contract value
2	**Submission and acceptance of Quarterly Progress Report*** *(After Submission and acceptance of Baseline and Q2 i.e. 6 month progress report)*	50% of the contract value
3	**Submission and Acceptance of Final Report** *	30% of the contract value

** Payments will be released subject to joint satisfaction/no-objection from MSDE & MNRE, including participation in the Peer Review Group for acceptance of deliverables.*

Payment Terms

1. Payment will be made upon submission of valid, complete, and duly verified inspection reports through the approved NSDC official.
2. Payments will be released subject to joint satisfaction/no-objection from MSDE & MNRE, including participation in the Peer Review Group for acceptance of deliverables.
3. All invoices shall be paid against completion of service and submission of non-disputed invoices within 45 days. (100% payments based on monthly bills will be paid within 45 days of submission of bills with complete set of backup documents.)
4. NSDC will not make payments for incomplete, improperly documented, or unsubmitted inspections, or where the report does not meet the minimum data requirements.
5. All payments are subject to verification and approval by NSDC and may be subject to deductions as per the penalties outlined in this SLA.

SECTION VII: DRAFT AGREEMENT

DRAFT AGREEMENT

BETWEEN

NATIONAL SKILL DEVELOPMENT CORPORATION

AND

[<Write name of selected Service Provider>]

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

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

and

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

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

WHEREAS

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

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

1.2. Interpretation

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

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

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

d) References to the singular will include the plural

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

2. APPOINTMENT OF SERVICE PROVIDER

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

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

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

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

2.5. Sub-Contracting

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

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

3. CONSIDERATION AND PAYMENT TERMS

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

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

4. SERVICE PROVIDER'S RESPONSIBILITIES

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

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

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

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

4.5. The Service Provider shall:

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

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

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

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

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

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

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

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

5. TERM

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

6. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

7. CONSEQUENCES OF EXPIRY / TERMINATION

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

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

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

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

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

8. SERVICE PROVIDER’S REPRESENTATION AND WARRANTIES

The Service Provider represents and warrants that:

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

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

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

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

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

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

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

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

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

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

9. PERFORMANCE GUARANTEE:

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

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

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

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

10. PERSONNEL

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

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

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

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

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

10.6. Substitution of Key Experts

i. If any of the Key Experts become unavailable, the Service Provider shall provide a written adequate justification and evidence satisfactory to NSDC

together with the substitution request. In such case, a replaced Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.

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

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

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

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

vi. Sub-Contracting

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

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

11. COMPLIANCE WITH LAWS

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

12. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

12.5. In case either Party or its Representatives carry on any function associated with this Agreement through any link or website or advertisement or in any other manner

mentioning other Party and/or its Representatives, it shall require prior written approval of such other Party.

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

13. INDEMNIFICATION

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

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

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

14. USE OF CONFIDENTIAL INFORMATION

14.1 Without prejudice to the provisions of this Service Level Agreement, the confidentiality obligations of the Parties shall be governed by a separate **Non-Disclosure Agreement** dated _____ executed between the Parties ("**NDA**") which is annexed as Schedule VI to this Agreement. The NDA, upon execution, shall be deemed to be **co-terminus** with this Agreement and shall **form an integral part** of this Service Level Agreement. The Parties agree that compliance with the confidentiality obligations under the NDA shall constitute compliance with the confidentiality obligations under this Service Level Agreement, and any breach of the NDA shall be deemed to be a breach of this Service Level Agreement.

14.2. The provisions of this Clause 14 shall survive th expiry or termination of this Agreement.

15. FORCE MAJEURE

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

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

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

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

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

16. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

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

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

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

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

17. COMPLIANCE WITH ANTI-CORRUPTION LAWS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i) Disabling the personnel's login credentials.

ii) Deleting the personnel's access permissions.

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

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

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

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

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

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

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

18.4 Background Verification Checks regarding Service Provider users:

(1) Background Verification Checks – Service Provider shall conduct background verification checks on all its personnel who will have access to NSDC's Information and related assets. The background verification checks should include, but not be limited to, the following:

(a) Criminal background check.

(b) Employment verification.

(c) Education verification.

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

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

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

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

19. MISCELLANEOUS

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

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

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

19.4 **Assignment**:

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

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

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

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

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

19.8 **Relationship**:

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

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

19.9. **Notices**: Except as may be otherwise provided herein, all notices, requests, waivers and other communications (“Notices”) shall be deemed to be delivered as provided

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

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

To Service Provider:
[]

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

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

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

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

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

For National Skill Development Corporation

Sign: _____
Name:
Title:

For <Name of Service Provider>

Sign: _____
Name:
Title:

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:

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;

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.

Schedule VI

Non Disclosure Agreement

Non disclosure Agreement

This Non-Disclosure Agreement (hereinafter referred to as **"NDA"**) is made on **___ Day** of **_____ 20__** ("**Execution Date**") between:

National Skill Development Corporation, (CIN: U85300DL2008NPL181612) a company incorporated under Companies Act, 1956 and having its registered office at 5th and 6th Floor, Kaushal Bhawan New Moti Bagh Sarojini Nagar Delhi South West Delhi -110023 , India (hereinafter referred to as "**NSDC**" or "**Disclosing Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the FIRST PART;

AND

"The person/s (includes natural as well as artificial juridical person, as the case may be) as specified in Annexure – I hereto (hereinafter the **"Receiving Party "** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART.
NSDC and Receiving Party are hereinafter individually referred to as "**Party**" and collectively as "**Parties**". For the purpose of sharing the Confidential Information in any manner, the term Party shall also include its directors, officers, employees, agents, consultants, advisors etc.

WHEREAS:

A. **Purpose-** enclosed as Annexure I.

B. Parties envisage that for the Purpose outlined above, the Receiving Party may receive or gain access to the NSDC's Confidential Information (as hereinafter defined).

C. The Parties understand that the exchange or disclosure of Confidential Information which may occur hereunder is made only for the Purpose, and intend to protect such information so exchanged against any different use and further disclosure in accordance with the terms and conditions set forth herein below.

NOW IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, UNDERTAKINGS AND COVENANTS UNDERTAKEN BY THE PARTIES HEREUNDER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY WHEREOF IS HEREBY ACKNOWLEDGED BY THE PARTIES, IT IS HEREBY AGREED AS FOLLOWS:

1 Definition of Confidential Information

For the purposes of this NDA, the term **"Confidential Information"** shall mean any confidential and/or proprietary information disclosed, made accessible or available by NSDC or any other person on its behalf to the Receiving Party under this NDA whether in writing, orally, visually, electronically in the form of samples, models or any other form that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, and discussions about that information that may occur before, at the same time, or after disclosure of any of such information. Confidential Information shall also include:

a. any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information or data, technical data, developments, intellectual property, source codes, ideas,

know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form, all other documents and materials etc. which is acquired by, or disclosed, made available or accessible to the Receiving Party pursuant to this NDA;

b. any information which can be obtained by examination, testing or analysis of any hardware or any component part thereof provided by the Disclosing Party;
c. any other data/details shared by NSDC, regardless of whether or not it is expressly marked as being confidential, and regardless of the form in which such information is communicated to the Receiving Party; and
d. any information which may come to the knowledge of the Receiving Party as a result of any visit to any of the facilities (including but not limited to office premises, training centres) of the Disclosing Party.

2 Obligations of the Receiving Party

2.1 The Receiving Party shall:

a. hold the Disclosing Party's Confidential Information confidential to itself and restrict access thereto to such of its directors, employees, and professional advisors for evaluation purposes in order to achieve the Purpose on a need to know basis only and who are bound by confidentiality obligations which are at least as strict as those contained in this NDA;
b. not use the Confidential Information other than for the Purpose;
c. not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
d. not make any copies of the Confidential Information except copies that are necessary for the Receiving Party for the Purpose;
e. not disclose to any other person the status, terms, conditions or other facts concerning the negotiations / discussions as contemplated between the Parties in terms hereof;
f. comply with all applicable laws in force including laws relating to privacy and data protection including but not limited to Digital Personal Data Protection Act, 2023;
g. fully indemnify and hold harmless the Disclosing Party and its directors, employees, consultants from and against any and all liabilities, damages, claims, fines, penalties, expenses etc. of whatever nature arising or resulting from violation of such applicable laws, or from the breach of the terms of this NDA by the Receiving Party or its personnel; and
h. not make any public statements or publicise about or in connection with the arrangement/relationship between the Parties without the prior written consent of the Disclosing Party.

2.2 The obligations and restrictions provided in clause 2.1 shall not apply to information which the Receiving Party can show in documented evidence:

a. to have been in the unrestricted possession of the Receiving Party at the time of disclosure hereunder; or
b. to have been or become available to the public otherwise than by breach of this NDA; or
c. to have first been lawfully obtained from a third party, without notice of such restrictions as to use and disclosure; or
d. to have been developed by the Receiving Party, independently of any Confidential Information.

2.3 A disclosure of any Confidential Information made pursuant to a directive or order of a Government entity or statutory authority or any Judicial or governmental agency shall not be considered to be a breach of this NDA or a waiver of confidentiality for other purposes provided however that only such disclosure is only to the extent required

and provided further that the Receiving Party shall promptly notify in writing and assist the Disclosing Party so as to enable the Disclosing Party to seek a protective order or other appropriate remedy.

2.4 The Receiving Party agrees that it shall in no event, circumvent, attempt to circumvent, avoid or in any manner enter into any business transactions with any third party by making use of Confidential Information disclosed by the Disclosing Party, other than for the Purpose for which the Confidential Information is being disclosed.

2.5 The obligations and restrictions provided in this clause 2 shall survive the expiry / termination of this NDA (as the case may be) as stated in clause 4.

3 No Transfer or License

The Parties understand and agree that the Confidential Information shall remain the exclusive property of the Disclosing Party, and the Receiving Party does not acquire by implication, inducement, estoppel or otherwise any right in or title to or license under any patents, copyrights, trademarks, or any other law in respect of Confidential Information by virtue of any disclosure made pursuant to this NDA other than for the Purpose set out in the recitals.

4 Term and Termination

4.1 The term of this Agreement (i.e. date of commencement and date of expiry) is specified in Annexure - I ("**Term**"). The term of this NDA shall be co-terminus with the term of the Service Level Agreement.

5 Consequence of Expiry or Termination

5.1 On expiry / termination of this Agreement (as the case may be) as stated in clause 4, the Receiving Party shall retain no Confidential Information disclosed by the Disclosing Party and shall upon request of the Disclosing Party either return to the Disclosing Party or destroy all such information which is in a tangible form and is in the possession of the Receiving Party pursuant to this NDA, together with all copies thereof.

5.2 In the event of destruction, the Receiving Party shall certify in writing to the Disclosing Party within seven (07) days that such destruction has been accomplished.

5.3 Except as required under any applicable laws, the Receiving Party shall not maintain, retain or preserve any back up of the aforesaid Confidential Information in any form, which is accessible by the Receiving Party, after the effective date of expiry or termination of this NDA.

6 Irreparable damage due to Breach by the Receiving Party

The Receiving Party acknowledges that any breach of this NDA by the Receiving Party may harm and cause the Disclosing Party irreparable damage for which monetary damages may not be an adequate remedy. Accordingly, Receiving Party acknowledges and agrees that in addition to other remedies that may be available, the Disclosing Party may seek injunctive relief, specific performance or any other appropriate remedy against such a breach or threatened breach.

7 Assignment

The Receiving Party shall not assign or transfer its rights and / or obligations pursuant to this NDA without the prior written consent of the NSDC.

8 Relationship

This NDA is intended to facilitate only the exchange of Confidential Information and is not intended to be and shall not be construed to create a teaming agreement, joint

venture association, partnership, or other business organisation or agency arrangement, and no Party shall have the authority to bind the other without the separate prior written agreement thereto. No Party hereto has an obligation to supply information hereunder and no Party has an obligation hereunder to enter into any contract with the other Party.

9 No Charge

Each Party shall perform its respective obligations hereunder without charge to the other Party.

10 Entire NDA

10.1 This NDA contains the complete and entire understanding between the Parties on the subject matter hereof and supersedes all discussions, proposal, understandings or agreements, oral or written, relating to the subject matter hereof.

10.2 This NDA shall apply in lieu of and notwithstanding the terms and conditions in any specific legend or restrictive statement associated with any information exchanged hereunder and the duties of the Parties shall be determined exclusively by the terms and conditions of this NDA.

11 Waiver

No failure nor any delay in exercising by NSDC of any right or remedy under this NDA, shall operate as a waiver thereof (in whole or in part), nor shall any partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy.

12 Severability

The invalidity or unenforceability of any provision of this NDA in any jurisdiction shall in no way affect – (i) the validity or enforceability of any other provision herein in such jurisdction, and (ii) the validity or enforceability of such provision herein in other jurisdiction. In the event of the invalidity or unenforceability of any provision of this NDA, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

13 Governing Law and Dispute Resolution

13.1 All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this NDA 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.

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

13.3 This NDA shall be governed by and construed in accordance with the laws of India.

13.4 Subject to Clause 13.1, all disputes arising from this NDA between the Parties shall be subject to the jurisdiction of the Courts at New Delhi only.

14 Representations and Warranties

14.1 Each Party represents and warrants to the other Party that:

a. It is duly organised and validly existing under the laws of the jurisdiction in which incorporated and has the necessary corporate power and authority under applicable laws to carry on its business and / or perform its functions.

b. This NDA:

(i) is within its powers and has been duly authorised by it;

(ii) constitutes its legal, valid and binding obligations; and

(iii) does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it of this NDA.

c. NSDC makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed. All Confidential Information is provided by the Disclosing Party on an "as-is" basis.

14.2 The foregoing representations shall be deemed to be repeated at all points in time during the validity of this NDA.

15 Amendment

This NDA shall not be amended or modified except by way of a writing executed in that behalf by both Parties.

16 Miscellaneous

16.1 The rights, powers and remedies provided in this NDA are cumulative and do not exclude the rights or remedies provided by law and equity independently of this NDA.

The Parties have caused their duly authorised representatives to sign this NDA on the date first above written.

For **National Skill Development Corporation** Sign:_____ Name: Designation:	For Sign:_____ Name: Designation:

ANNEXURE-I

1. **Details of the Receiving Party:**

Name	
Address	
Type of entity	
Incorporation Number	

2. **Purpose:**

NSDC has selected the Receiving Party as a Service Provider pursuant to the Request for Proposal (RFP) dated _____ ("RFP") issued by NSDC for the provision of services specified therein, and the Parties have entered into a Service Level Agreement dated _____ ("Service Level Agreement") in furtherance of the RFP. This Agreement is executed to protect the confidentiality of information exchanged between the Parties in connection with the Service Level Agreement. In the event of any inconsistency or conflict between the terms of this NDA and the Service Level Agreement with respect to provisions of Confidentiality, the provisions of this NDA shall prevail to the extent of such inconsistency or conflict.

3. **Term** :

Date of commencement of the NDA	
Date of expiry of the NDA	