

REQUEST FOR PROPOSAL

FOR

**“SELECTION OF AGENCIES FOR ALIGNMENT OF COURSES
TO STANDARDS DEVELOPED BY nasscom/SSC nasscom”**

Reference Number:

SSC nasscom (FS Prime)/Mapping NOS/RFP/2025-26/ 01

RFP Release Date: 30th May 2025

RFP Closing Date: 27th June 2025

Issued by:



**IT - ITes SSC
nasscom**

nasscom, Plot No - 7 to 10,
Sector 126, Noida - 201303, UP

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nasscom
Plot No. 7 to 10, Sector 126,
Noida -201303, UP

Table 1: FACT SHEET

RFP No.: SSC nasscom (FS Prime)/ Mapping NOS/ RFP/2024-25/01

Date: 30th May 2025

#	Particular	Description
1.	Name of the Assignment	SELECTION OF AGENCIES FOR ALIGNMENT OF COURSES TO STANDARDS DEVELOPED BY nasscom/SSC nasscom
2.	Contract Period	The Contract period will be two years from the date of signing the contract. Further extension, if required, may be considered on mutually agreed terms and conditions
3.	Publication of – Request for Proposal (RFP)	30th May 2025
4.	Place, Last Date, and Time for Receiving Pre-Proposal Queries/ Clarifications	Pre-Proposal queries should be sent in writing to <u>sscprocurement@nasscom.in</u> in the format provided as per Table A, Section 10 on or before 11 th June 2025
5.	Date and Time of Pre-Proposal Meeting	13th June 2025, 15:00 hours Link for Pre-Proposal meeting will be shared separately.
6.	Place of Pre-Proposal Meeting	Virtual meeting Link for Pre-Proposal meeting will be shared separately
7.	Mode of submission of Proposal	Submission through email as detailed in Clause 13.7 & 13.9
8.	Availability of RFP document	https://www.sscnasscom.com/rfp-tenders
9.	Date and Time for Submission of Proposal	27th June 2025
10.	Date and Time for the Opening of Technical Proposal	30th June 2025
11.	Contact for queries	Email: sscprocurement@nasscom.in

Notes:

- Interested Agency(s) may obtain further information about this RFP from the above office publishing the document. They may also visit our website (www.sscnasscom.in) mentioned above for further details.
- In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the publishing organization, the Proposal will be received/ opened on the next working day at the appointed time.

3. Agency(s) are requested to attend a Pre-Proposal meeting for clarification on scope of work, commercial conditions of the RFP, on the time, date and place mentioned above. Participation in Pre-Proposal meeting is not mandatory, however, in case an Agency chooses not to participate (or fails to do so) in the Pre-Proposal meeting, it would be assumed that they have no issues regarding the terms and conditions mentioned in this document.

CEO,
IT-ITeS SSC

A. General Provisions

1. Definitions

- (a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Agency(s).
- (b) **“Applicable Guidelines”** means the policies of nasscom/ SSC nasscom governing the selection and Contract award process as set forth in this RFP.
- (c) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specifically described as part of this agreement.
- (d) **“Agency(s)”** means a legally established Agency/Firm/LLP/AoP or an entity that intends to provide Services to the Client and is submitting its Proposal as part of the instant RFP.
- (e) **“Client”** means nasscom/SSC nasscom that shall sign the Contract for the Services with the selected Agency(s).
- (f) **“Contract/ Agreement”** means a legally binding written agreement signed between the Client and the Agency(s) selected pursuant to this RFP.
- (g) **“Day”** means a calendar day.
- (h) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency(s), Sub-Agency.
- (i) **“Government”** means the ‘Government of India’.
- (j) **“Performance Bank Guarantee”** means the unconditional and irrevocable bank guarantee to be submitted by successful Agency(s) in accordance with the terms hereof.
- (k) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Agency(s).
- (l) **“Services”** means the work to be performed by the Agency(s) pursuant to the Contract.
- (m) **“Sub-Agency”** means an entity to whom the Agency(s) intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

2. Introduction

- 2.1.** The Client intends to select one or more Agency(s) for mapping and alignment of courses to standards created by IT-ITeS SSC for 200 courses under FutureSkills Prime, in accordance with the **‘Scope of Work’** as specified at **‘Annexure B’** of this document.

- 2.2. Agency(s) are invited to submit a Technical Proposal and a Financial Proposal, for services required for the assignment **“SELECTION OF AGENCIES FOR ALIGNMENT OF COURSES TO STANDARDS DEVELOPED BY nasscom/SSC nasscom”**.
- 2.3. It is clarified that the Client may, at its sole discretion, decide to not to undertake any one or more Agency(s) for assignment, as detailed in Annexure – B.
- 2.4. The Client will timely provide, at no cost to the Agency(s), the inputs, relevant project data, and reports required for the preparation of the Agency(s)' Proposal.
- 2.5. An Agency(s) will be selected under **Least Cost Selection Method (LCM)** procedures and in full Technical Proposal format as described in this RFP, in accordance with the policies of the Client.
- 2.6. The Agency(s) is informed that payments by nasscom/ SSC nasscom is strictly subject to receipt of funds by nasscom/ SSC nasscom from relevant Government authority under the FutureSkills Prime Program.
- 2.7. Each Agency shall submit only one Proposal for the given RFP. In case of submission of multiple Proposals, then the Client shall consider only the last Proposal submitted.

3. Conflict of Interest

- 3.1. An Agency(s) is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2. An Agency(s) 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 Agency(s) or the termination of its Contract and/or sanctions by the Client.
- 3.3. Without limitation on the generality of the foregoing, the Agency(s) shall not be hired under the circumstances set forth below:
- 3.4. **Conflict among consulting assignments:** An Agency(s) (including its Experts and Sub-Agency(s) 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 Agency(s) for the same or for another client.
- 3.5. **Relationship with the Client's staff:** An Agency(s) (including its Experts and Sub- Agency(s)) that has a close business or family relationship with a professional staff of the of the Client who are directly or indirectly involved in any part of (i) the preparation of the Scope of Work for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Contract.

4. Corrupt and Fraudulent Practices

- 4.1. The Client requires that no fraudulent or corrupt means shall be used by the Agency(s) to get the Contract.
- 4.2. An Agency(s) shall permit and shall cause its agents, experts, sub-agencies, 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 external auditors, if needed.

B. Preparation of Proposals

5. General Considerations

- 5.1. An Agency(s) are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 5.2. Response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a Proposal not substantially responsive to the RFP documents in every respect will be at the Agency(s)' risk and may result in rejection of its Proposal.

6. Cost of Preparation of Proposal

- 6.1. An Agency(s) is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Proposal, in providing any additional information required by the Client to facilitate the evaluation process, and in negotiating a definitive 'Contract' or all such activities related to the Proposal evaluation process. The Client would not be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation process.
- 6.2. The Client is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agency(s).

7. Language

- 7.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency(s) and the Client shall be written in English Language.

8. Documents Comprising the Proposal

- 8.1. The Proposal shall comprise of the documents and forms listed in the Annexure A.
- 8.2. If specified in the Annexure A, Agency(s) shall include a statement of an undertaking of the Agency(s) to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

8.3. All materials submitted by the Agency(s) shall become the property of the Client and may be returned at the Client's sole discretion.

9. Proposal Validity

9.1. An Agency(s)' Proposal must remain valid for **180 days** after the Proposal submission deadline.

9.2. During this period, the Agency(s) shall maintain its original Proposal without any change, including the proposed rates and the total price.

9.3. The Client will make its best effort to complete the procurement process within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Agency(s) who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

9.4. If the Agency(s) agrees to extend the validity of its Proposal, it shall be done without any change in the original proposal.

9.5. An Agency(s) has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

10. Pre-Proposal meeting

10.1. The Client shall hold a Pre-Proposal meeting with the prospective Agency(s) on 13th June 2025 on a virtual platform. Please write to sscprocurement@nasscom.in to get meeting details. Pre-Proposal meeting minutes will be published on the website <https://www.sscnasscom.com/rfp-tenders>

10.2. The Agency(s) will have to ensure that their queries for Pre-Proposal meeting should reach sscprocurement@nasscom.in by email on or before 11th June 2025, hrs, 10:00 pm as per Forms mentioned below:

TABLE - A

All queries to be raised in the Pre-Proposal meeting will relate only to the given RFP.

Name and complete official address of the Organization submitting the query / request for clarification				
Telephone, Fax, and E-mail of the organization:				
Sr.	Clause No.	Page No.	Content of RFP requiring clarification	Clarification required
1.				
2.				

11. Technical Proposal Format and Content

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

11.2 The Technical Proposal shall be made as per standard formats provided at **Forms 1-8 placed at Annexure-A** to this RFP.

12. Financial Proposal

12.1 The Financial Proposal shall be prepared using the standard format provided at **Form 9 in Annexure-A**.

12. 2 An Agency(s) is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise.

12.3 Successful Agency(s) shall provide a Performance Bank Guarantee for an amount equivalent to INR [.] (5% of the Total Contract Value) to the Client in order to ensure the due and faithful performance by the Agency(s) of all its liabilities and responsibilities under the Contract within 10 working days of signing thereof.

C. Submission, Opening and Evaluation

13. Submission, Sealing, and Marking of Proposals

13.1 An Agency(s) shall submit a signed and complete Proposal comprising the documents and forms in accordance with the clauses mentioned in the RFP documents. **The submission to be done by e-mail in PDF file.**

13.2 An authorized representative of the Agency(s) shall sign the original submission letters in the required format for both the Technical Proposal and Financial Proposal and shall initial all pages of both Proposals. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

13.3 For the purposes of this RFP, Joint Ventures and Consortiums are not allowed.

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

13.5 The Technical Proposal email shall clearly be subjected as **‘TECHNICAL PROPOSAL – SELECTION OF AGENCIES FOR ALIGNMENT OF COURSES TO STANDARDS DEVELOPED BY nasscom/SSC nasscom**, Email body must have the following details: reference number, name and address of the Agency, and a warning “DO NOT OPEN UNTIL [relevant last date of submission to be inserted basis point 10 of the fact sheet above, 22 hours]. The Technical Proposal should not contain any financial information whatsoever on the services offered. Financial information shall be separated and only contained in the Financial Proposal.

13.6 The Financial Proposal email shall clearly be subjected as **‘FINANCIAL PROPOSAL- SELECTION OF AGENCIES FOR ALIGNMENT OF COURSES TO STANDARDS DEVELOPED BY nasscom/SSC nasscom**. Email body must have the following details: reference number, name and address of the Agency, and a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”

13.7 The Technical Proposal with the mentioned marking, shall be sent by email to sscprocurement@nasscom.in respectively. **The Technical Proposal should be in PDF format**

(without password protection). Deadline for submission of Technical Proposal shall be as per provided in point 9 of the fact sheet above.

13.8 The size of the PDF should not be more than 15 MB. If the size of PDF will be more than 15 MB, then Agency should split the PDF in parts like Part-I, Part-II etc. and send it.

13.9 The Financial Proposal with the mentioned marking, as indicated in clause 13.6, shall be sent to Mr. Rajesh Joshi at rjoshi@nasscom.in. **The Proposal should be in PDF format and be password protected.** Password should NOT be shared along with the Proposal – password to be shared only when requested for via email. Deadline for submission of **Financial Proposal shall be as provided in point 9 of the fact sheet above.**

13.10 The Proposal or its modifications must be sent at sscprocurement@nasscom.in on or before the last date for submission, as indicated in this RFP document, or any extension to this deadline. Any Proposal or its modification received by the Client after the relevant deadline shall be declared late and rejected.

14. Confidentiality

14.1 From the time the Proposals are opened to the time the Contract is awarded, the Agency(s) should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agency(s) who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

14.2 Any attempt by the shortlisted Agency(s) or anyone on behalf of the Agency(s) to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in immediate rejection of its Proposal.

15. Evaluation of Proposal

15.1 An Agency(s) is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely based on the submitted Technical and Financial Proposals.

15.2 The Client shall constitute a Proposal Evaluation Committee/ Project Board (comprising of its own officials/Industry Partners etc.) to open and evaluate the responses of the Agency(s) to the RFP.

15.3 The Client may require the shortlisted Agency(s) to make a presentation to the Proposal Evaluation Committee ('Committee').

Evaluation Process

15.4 The Committee constituted by the Client shall evaluate the responses to the RFP and all supporting documents / documentary evidence. The decision of the Committee in the evaluation of responses to the

Proposal with respect to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

15.5 To assist in the examination, evaluation and comparison of Proposals, the Client may, at its discretion, ask the Agency(s) for clarification of its Proposal.

15.6 The Client will examine the Proposal to determine whether it is complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposal is generally in order.

15.7 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the agency does not accept the correction of errors, its Proposal will be rejected.

15.8 Prior to the detailed evaluation, the Client would determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of this RFP, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without - deviations. The Client's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

15.9 A Proposal determined as not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the Agency by correction of the non-conformity.

Proposal Evaluation and Selection Process

Eligibility Criteria

#	Basic Requirement	Specific Requirement	Supporting documents to be submitted
1.	Legal Entity - The Agency should be in existence for at least 3 years at the time of the publication of the RFP.	The Agency should be a company registered under Indian Companies Act/Societies/ Trust/ Not for Profit. OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership (LLP) registered under Indian Limited Liability Partnership Act, 2008. OR Proprietary firm OR Association of Person (AOP)	Copy of Certificates of incorporation/ Certificate of Registration. In case of any change in name, the complete chain should be provided to support the same. Partnership deed in case the Agency is partnership firm. The Agency must be registered under appropriate authorities i.e. must be registered with GST authorities/Income Tax/EPF/ESI authorities/ PAN etc.
2.	Financial Turnover	Annual Average Turnover for the last 3 years INR 50 lakhs from services related to one or more of the following: 1. Standard creation as per NCVET guidelines	CA Certificate with CA's Registration Number/ Seal as per CA certificate Form 3

#	Basic Requirement	Specific Requirement	Supporting documents to be submitted
		2. Course Alignment from EdTech partners to NCVET Standards 3. Skill Gap Analysis 4. Tech Consulting (In any of the above of the last 3 financial years)	UDIN number should be mentioned in CA Certificate
3.	Technical capability	Minimum of 3 PO/Agreement /Contract as follows: Each of the three PO/Agreement/Contract/etc value should not be less than the amount equal to INR 60 lakhs OR Minimum of two PO/Agreement / Contract as follows The Each of the two PO/Agreement/Contract/etc value should not less than the amount equal to INR 75 lakhs OR Minimum of one PO/Agreement /Contract as follows: Each of the PO/Agreement/Contract/etc value should not less than the amount equal to INR 1.20 Cr	WO/PO/Agreement/Completion Certificate/Mail and any other documents which clearly substantiates claims. All details should be mentioned as per Form 4.
4	Manpower Strength	The Agency should have at least 10 full-time resources on its rolls and submit the profile of contractual resources for providing professional services as on date of submission of Proposal.	Undertaking on Company's letterhead signed by HR-head & counter-signed by authorized signatory as per Form 5.

Technical Evaluation

Sl. No	Evaluation Criteria	Sub-Criteria	Maximum Score	Supporting Documents to be submitted
1.	Prior experience	Prior experience in similar/identical project implementation in last 3 years from the date of RFP issuance. 1-2 projects = 10 marks 2-5 project = 20 marks More than 6 project = 30 marks	30	WO/PO/Agreement/Completion Certificate/Mail and any other documents which clearly substantiates claims.
2.	Approach and Methodology (A&M) to perform the scope of work including targets	1. Well defined process but limited automation for mapping like using AI tools = 3 Marks 2. Well defined process with medium automation = 7 Marks	10	Agency need to submit the PowerPoint deck, maximum 5 slides

Sl. No	Evaluation Criteria	Sub-Criteria	Maximum Score	Supporting Documents to be submitted
		3. Well defined process with maximum automation = 10 Marks		which cover the A&M.
3.	Qualifications and relevant experience of Key Staff: Resume of the team proposed for the Project: i. Chief Executive Officers/ Directors ii. Project Director iii. Project Consultant	Qualitative assessment basis: 1. Educational 2. Qualifications 3. Experience in relevant field	20	Profiles to be provided as per Form 6, Annexure A
4.	Subject Mater Experts	Availability and access to subject matter experts for the technologies in focus. Share profiles of at least 3 key Subject Matter/Experts per technology.	40	Detailed CV along with Form 6, Annexure A
Total			100	
Minimum technical qualified scores require for Financial Proposal opening - 70 Marks				

1. As per Government policy for Startups & MSME, there is relaxation in average annual turnover and prior experience subject to meeting of quality & technical requirements basis on Project Board/Technical Committee evaluation.
2. As per Department of Expenditure's OM No. F.20/2/2014-PPD dated 20.09.2016, relaxation regarding the prior turnover and prior experience is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise
3. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail benefits under the policy.
4. Agency(s) will not be rejected on the basis of the turnover/prior period experience while doing the Eligibility evaluation.
5. The scores for turnover/prior period experience would be deducted both from the numerator/denominator while doing the Technical Evaluation.

16. Technical Evaluation

16.1 As the first step, the Technical Proposal will be evaluated based on the “**Eligibility Criteria**” and then the “**Technical Evaluation Criteria**” (Form A), provided as above.

16.2 Technical Evaluation Clause that only the turnover of the eligible services as defined in the Eligibility Criteria section, will be considered. Also, CA certificate as per Form-3 will also include turnover of the eligible services which will be used for both Eligibility Criteria and Technical Evaluation scoring.

16.3 During Technical Evaluation, Agency(s) will also be called for a presentation.

16.4 In case of global WO/PO/Agreement/Contract etc submitted as a proof of work, currency conversion rate will be as per last date of RFP including any corrigendum for extension. of the published last date for RFP submission.

17. Financial Evaluation

17.1 Financial Proposals will be opened only for technically qualified Agencies who scores minimum 70 marks.

17.2 Financial Proposals opened; the lowest quoted Proposal will be designated as “L1” basis the quoted financial fee for the target till 31st March 2027.

17.3 The Client reserves the right to select one or multiple Agency(s).

17.4 An Agency needs to submit the Proposal for all services as per Form 9 (Financial Proposal format), missing information for any services/incomplete Proposal shall lead to disqualification.

17.5 For all Agency (s), who is L1 as per Financial Proposal format- Form 9, will be awarded the Assignment. Additionally, the Client reserves the right to engage one or more Agencies for the alignment of a total of 200 courses. Allocation of courses will be based on the Agencies’ capabilities and their Technical Evaluation Scores. The final distribution of courses shall be at the sole discretion of Client. In such cases, all selected Agency(s) must agree to match the financial quote submitted by the L1 Agency.

18. Award of Contract

18.1 Criteria for award of contract

The Client reserves the right to accept or reject any Proposal and to annul the entire solicitation process and reject all Proposals at any stage prior to award of Contract, without thereby incurring any liability to the affected Agency or any obligation to inform the affected Agency(s) of the grounds for the Client’s action prior to expiration of the period of Proposal validity. The Client would award the Contract to the qualified Agency(s) whose Proposal after being evaluated is considered to be the most open and agreeable to the needs of the Client and activity concerned.

18.2 Client’s right to vary requirements at time of award.

The Client reserves the right at the time of award of Contract to vary the quantity of services and goods specified in the RFP without any change in unit price and/ or overall price or other terms and conditions on grounds of mutual consensus.

18.3 Signing of the Contract

Within 10 working days of receipt of the Contract, the successful Agency shall sign and date the Contract and return it to the Client.

The selected Agency(s) will be notified in writing by the Client. As noted earlier in this RFP, this date is subject to change at the sole discretion of the Client. The signing of a Contract between the Client and the Agency(s) is subject to the approval of the Client's funding partner.

18.4 Contract Finalization

The Contract to be entered into between the selected Agency(s) and Client and will contain Client standard terms and conditions. However, the Client reserves the right at the time of award of Contract to include and or vary the quantity and quality of services also addressing the code of integrity etc. and goods specified in the RFP without any change in unit price and/ or overall price.

18.5 Resource Replacement

Variance of the proposed team's Project Manager will not be entertained during the overall contract duration of the Agency(s). In case of unavoidable circumstances, for every resource replaced from the proposed minimum team, an appropriate justification should be provided. However, the Client has the right to refuse and hence reject the Agency (s) Proposal altogether.

The following set of documents are required to be submitted as part of the Proposal for the evaluation process.

These documents are under **Annexure A**

- Form 1: Checklist for submission of responses to RFP.
- Form 2: Covering letter with the Proposal in response to this RFP.
- Form 3: CA Certificate.
- Form 4: Relevant Project experience.
- Form 5: Employee Detail Undertaking.
- Form 6: Resource profiles.
- Form 7: Declaration from Agency (no conflict of interest, debarment etc.)
- Form 8: General clauses of the Contract with the Agency(s)
- Form 9: Financial Proposal format.

The formats for each of the above documents are included below. Agency(s) needs to submit the all the above documents with the proposed solutions w.r.t Scope of Work mentioned in this RFP.

Annexure A: List of Forms

Checklist for submission of Responses to RFP (To be submitted with Technical Proposal)

Below table summarizes the list of documents to be mandatorily submitted with eligibility:

Sl. No	Documents to be submitted	Form No	Yes/No	Remarks
1.	Checklist for submission of responses to RFP	1	Yes/No	Along with Technical Proposal
2.	Covering letter with the Proposal in response to this RFP	2	Yes/No	Along with Technical Proposal
3.	CA Certificate	3	Yes/No	Along with Technical Proposal
4.	Relevant Project experience	4	Yes/No	Along with Technical Proposal
5.	Employee Detail Undertaking	5	Yes/No	Along with Technical Proposal
6.	Resource profiles	6	Yes/No	Along with Technical Proposal
7	Declaration from Agency (no conflict of interest, debarment etc.)	7	Yes/No	Along with Technical Proposal
8	General clauses of the Contract with the Agency(s)	8	Yes/No	Along with Technical Proposal
9	Financial Proposal format	9	Yes/No	Password Protected Financial Proposal
10	Registration certificate of Agency as mentioned in the Eligibility criteria	NA	Yes/No	Along with Technical Proposal

Form 1: Checklist for submission of responses to RFP

Note: All documents including Annexures must be properly marked, signed, stamped and placed in the above-mentioned order.

SIGNATURE -Authorized Signatory

Date:

Full name and designation and, contact details.

(Seal of Agency)

Form 2: Covering letter with the Proposal in response to RFP notice.

(To be submitted on the Letterhead of the responding Agency)

{Place}

{Date}

To
CEO,
SSC nasscom
NOIDA

Ref: RFP Notification no <<_____>> **dated** <<_____>>

Subject: Submission of Proposal in response to the RFP for <<_____>>

Dear Sir/Madam,

1. Having examined the RFP document, we, the undersigned, herewith submit our Proposal in response to your RFP dated _____ w.r.t the subject concerned in full conformity with the said RFP document.
2. We attach our pre-qualifications, technical response and financial quotation; the pre-qualifications, technical response and financial response are in a softcopy as requested, both of which together constitutes our proposal, in full conformity with the said RFP.
3. We undertake, if our Proposal is accepted, to adhere to assign a team dedicated to the successful completion of this Project.
4. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Proposal shall not be given effect to.
5. We undertake, if our Proposal is accepted, to adhere to the scope of engagement or such a modified plan as may subsequently be mutually agreed between us and nasscom/ SSC nasscom or its appointed representatives.
6. We agree to unconditionally accept all the terms and conditions set out in the RFP document.
7. We affirm that the information contained in this Proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to through this Proposal is true, accurate, and complete.
8. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the nasscom/ SSC nasscom as to any material fact. We agree that nasscom/ SSC

nasscom is not bound to accept the lowest or any Proposal response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Proposal response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of <<__>>2025

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Agency)

Seal/Stamp of Agency

Form 3: CA Certificate**(On CA's letter head)**

We hereby certify that the Total Average Annual Turnover of M/s << **name of the Agency**>> during the **last three audited financial years** is as given below:

	Annual turnover (In INR)			Average Annual Turnover (In INR)
	FY 2021-22	FY 2022-23	FY 2023-24	
Total Turnover				

(In words - INR _____ << **Average Annual Turnover**>>

(Signature of CA)

Name of the CA

Name of the CA's firm

UDIN No

CA registration/membership number

Form 4: Relevant Project Experience

For each of the projects cited above, provide a brief project profile using the format given below. The profile for each project must be provided on **one page**.

Sl. No	Item	Details
1	Project title	
2	Name of the client	
3	Name of the contact person from the client organization who can act as a reference whose contact details are as below: <ul style="list-style-type: none"> • Name • Designation • Address • Phone Number • Mobile Number • Email ID 	
4	Current Status (Completed/Ongoing)	
5	Starting date of Project (DD/MM/YY format)	
6	Closure date of Project (DD/MM/YY format) (including extension if any)	
7	Total Monetary value of Project (Excluding GST)	
8	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this RFP is floated.	

Date:

(Signature of Authorized Signatory)

(Name and Designation)

Seal/Stamp of Agency

Enclosure: YY.

Form 5: Employees Detail Undertaking

<<On Agency(s) Letter Head>>

<Date>

To
 CEO,
 SSC nasscom
 NOIDA

Sub: Undertaking - Employees on company pay-roll for the past one year

Dear Sir,

This is to certify that <Agency Name> has _____ number of employees on company's payroll for the past one year. The number of employees mentioned complies with the requirements of this RFP.

S No.	Number of Employees on roll	Designation of Employee	Year (s) completed in the Agency

Signature: [Authorized Signatory]

Counter Signed:

Name:

Designation:

Date and Company Seal:

Form-6: Resource Profile (Project Director or Project Consultant 1 / 2)

Using the format provided below, please provide the summary information on the team you propose for the Project.

1. Name				
2. Designation in Agency:				
3. Education background:				
4. Proposed Role for current RFP	Project Director & Project Consultant 1 / 2			
5. Professional Qualifications	Project Director = Project Consultant =			
6. Professional Experience	Project Director = Project Consultant =			
7. Employment Record	From	To	Company	Position Held
8. Brief Profile	Prior experience as per marking criteria.			
9. Languages				
<p>10. Certification certifies that to the best of my knowledge and belief, this CV correctly describes myself, my Qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualifications or dismissal, if engaged.</p> <p>Signature of Resource/ Authorized signatory</p> <p>Day/Month/Year</p> <p>Date _____</p>				

Form 7: Declaration from Agency (no conflict of interest, debarment etc.)

<<On the letter Head of the Agency>>

Declaration from Agency

We, XXXXXXXXX, hereby confirm that:

1. We do not have any conflict of interest or any unfair competitive advantage in relation to this RFP, <<**RFP reference number**>>;
2. We understand the Code of Integrity in Public Procurement and requirements of Integrity Pact and confirm that we would follow the same with respect to this Proposal;
3. We understand the requirements and obligations for proactive disclosures if there are any conflict of interest or any unfair competitive advantage and confirm that we would follow the same with respect to this Proposal; and
4. We are not debarred/blacklisted/ineligible by any authority from participating in any public procurement (presently and/or in the past) as on the date of Proposal submission.
5. The Agency(s) understands and agrees that release of said payments by nasscom/ SSC nasscom is strictly subject to receipt of funds by nasscom/ SSC nasscom from relevant Government authority under the Future Skills Prime Program."

If there are any conflict of interest/unfair competitive advantage/deviation to Code of Integrity in Public Procurement or Integrity Pact/Debarment to participate in public procurements, describe the circumstances below:

Sign & Stamp

Form 8: Terms and Conditions of Contract/Agreement with the Selected Agency(s)

The objective of the Agreement is *[brief description of services to be included here]*, as more particularly detailed in Annexure B.

1. Change of Scope

Any scope changes resulting in additional time investment by the Agency(s) will require a joint review between the Agency(s) and nasscom/ SSC nasscom. The Parties agree that in the event of material variation in any of the terms or conditions of the Agreement becomes unavoidable, the financial and other effects involved will be examined by the Parties and recorded and a specific approval from the authorized representative of nasscom/SSC nasscom would be obtained before varying any of the terms and/or conditions of the Agreement. Notwithstanding anything contained herein, in case such change in scope is necessitated by a binding change requested of nasscom/ SSC nasscom by the Governmental authorities, the Agency(s) shall be obligated to accept the same and the Parties shall mutually agree on revised terms, if any. Parties further agree that any change to the scope of services under the Agreement shall be done by way of a written amendment to the Agreement in the manner provided herein.

2. Responsibilities of Parties

2.1. During the term of the Agreement, nasscom/SSC nasscom agrees and undertakes that it shall:

- a. provide, access to past studies published by nasscom/ SSC nasscom, services, facilities, or other resources (to the extent permissible), that the Agency(s) or its personnel may reasonably request in order to perform their work under the Agreement.
- b. take all reasonable steps to ensure payment of service fees in accordance with the terms hereof. **The Agency(s) understands and agrees that release of said payments by nasscom/ SSC nasscom is strictly subject to receipt of funds by nasscom/ SSC nasscom from relevant Government authority under the FutureSkills PRIME Program.**
- c. be responsible to provide directions in a timely manner and cooperate with the Agency(s) for effective performance of the Deliverables.

2.2. During the term of the Agreement, the Agency(s) agrees and undertakes that the Agency(s) shall:

- a. provide deliverables in accordance with the specifications agreed between nasscom/ SSC nasscom/ SSC nasscom and Agency(s);
- b. provide nasscom/ SSC nasscom with a [fortnightly/monthly] report detailing the progress made by the Agency(s) on the deliverables and any other information that nasscom/ SSC nasscom may, from time to time, seek in respect of the deliverables;
- c. employ appropriate professional efficiency in accordance with industry standards and shall carry out its obligations under the Agreement with reasonable diligence;
- d. obtain and keep in force and effect at all times all required licenses, permits, registrations, approvals and authorisations as may be necessary or required for the provision of the deliverables;
- e. conduct affairs in an ethical and business-like manner;
- f. comply at all times with nasscom/ SSC nasscom directions and applicable laws.

nasscom/ SSC nasscom may insert/modify the Agency(s)'s responsibilities based on the specific requirements of the Project.

Representation and Warranties

Each Party hereby represents and warrants to the other Party as at the date of the Agreement that:

- a) such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, if such Party is not a natural person, such Party is duly incorporated or organized or existing under the laws of the jurisdiction of its incorporation or organization;
- b) the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action of such Party;
- c) this Agreement will, when executed, constitute its valid and binding obligations; and
- d) the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not (i) violate any provision of the organizational or governance documents of such Party; (ii) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any Governmental authority in such Party's country of organization or any other Person pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound, other than such filing required as a result of the transactions contemplated herein; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound; or (iv) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses.

Further, the Agency represents and warrants that the Deliverables shall not infringe the intellectual property rights of nasscom/SSC nasscom and/or any third party.

Trademark

Neither Party shall use other's name, trademark, logo or other markings outside its organization without express written consent of the other Party, which may be withheld by the Party owning the same at its sole discretion. Provided that the Agency may use nasscom/SSC nasscom's name for credential purposes alone with nasscom/SSC nasscom's prior written approval. In the event such approval is granted, any use of nasscom/SSC nasscom's trademarks shall be done in accordance with the guidelines provided by nasscom/SSC nasscom and the Agency shall not do anything which would negatively impact such trademark, legally or reputationally.

Confidentiality Obligations

Each Party (the "**Receiving Party**") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other Party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement, which is either designated as proprietary and/or confidential or, by the nature of the information or the circumstances surrounding its disclosure, ought to, in good faith, be treated as proprietary and/or confidential

("Confidential Information"). Provided that each Party may disclose the terms and conditions of this Agreement to its legal and financial Agencies in the ordinary course of its business. Neither Party shall use any Confidential Information of which it is the Receiving Party for any purpose other than to carry out the activities contemplated under this Agreement. Each Party agrees to use all commercially reasonable efforts to protect Confidential Information of the other Party. Each Party shall also notify the other Party promptly in writing in the event such Party learns of any unauthorized use or disclosure of any Confidential Information that it has received from such other Party and will cooperate in good faith, at such other Party's cost, to remedy such occurrence to the extent reasonably possible. The restrictions set forth in this paragraph shall not apply to any information that:

- i. Was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party.
- ii. Was in or entered the public domain through no fault of the Receiving Party.
- iii. Is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality.
- iv. Is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed and post giving notice, unless prohibited in law, to the other Party in order to enable such Party to obtain protective order); or
- v. Is independently developed by the Receiving Party without reference to any Confidential Information of the other Party.

Upon request of the other Party, each Party shall return to the other all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the other Party, provided that a Party may retain a copy of the Confidential Information of the other Party in case same is required under applicable laws. In case of such retention, confidential treatment shall be afforded to such copy and same shall only be retained for such period as mandated by applicable law. Subject to the aforesaid, each Party will take appropriate action to prevent the making of unnecessary copies of Confidential Information of the other Party.

The confidentiality obligations contained under this clause shall survive the termination or expiry of the Agreement.

Intellectual property in Existing Materials

Notwithstanding the provisions of this Agreement, all materials, information, software, models, methods and ideas existing with the Agency as of the Effective Date and any generalized ideas, concepts, know-how, methods, techniques or skills that are developed by the Agency during the course of this study without relying on and/or incorporating Confidential Information of nasscom/SSC nasscom, but not incorporated into the work product with respect to the Project or Deliverables, including any enhancement or modification thereto (collectively, the "**Existing Materials**") shall remain the property of the Agency. All information gathered during the course of the study for the development of the work product for the Project as well as the Deliverables from the Partners will not rest with the Agency.

Ownership of Work Product and data collected

The Parties agree that the copyright and intellectual property rights in all Deliverables shall vest with nasscom/SSC nasscom. Any nasscom/SSC nasscom specific data collected during the course of providing the services hereunder will not be used by the Agency in relation to any services that it may render to third parties. Agency hereby agrees to execute all necessary documents to irrevocably assign to nasscom/SSC nasscom all intellectual property rights and all other rights and interests of whatsoever kind or nature in the Deliverables generated under this Agreement for the entire world exclusively to the full extent permitted under applicable Law in perpetuity. Further, in case the Deliverables incorporates any intellectual property that belongs to the Agency, or which has been licensed by the Agency from a third party (“**Input IPR**”), the Agency hereby grants an irrevocable, worldwide and perpetual license to nasscom/SSC nasscom to use the Input IPR as part of the Deliverable.

Further, nasscom/SSC nasscom shall, at its sole discretion, have the right to take appropriate steps to register any or all Deliverables in its own name without the requirement to obtain any permission or consent from the Agency. In case of any such permission or consent of the Agency being required under applicable law, the Agency hereby irrevocably designates and appoints nasscom/SSC nasscom and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, the required consent and to do all other lawfully permitted acts to further the purposes of this clause with the same legal force and effect as if executed by the Agency.

The Agency will not use the supporting data collected during the course of this Agreement as the basis of a relationship or report with any other third-party, including other consulting or advisory firms.

Use of Agreement Documents and Information

The Agency shall not, without nasscom/SSC nasscom’s prior written consent, disclose the Agreement or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the nasscom/SSC nasscom in connection therewith to any person other than a person employed by the Agency or whose services the Agency may utilise in terms of this Agreement in the performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. Further, prior to such disclosure, the Agency shall ensure that it executes necessary documentation with the receiving party to make confidentiality obligations, no less stringent than as contained herein, applicable on such receiving party.

The Agency shall not without nasscom/SSC nasscom’s prior written consent, make use of any document or information developed out of the Agreement. However, nasscom and its member organizations whose services nasscom/SSC nasscom may use to perform this Agreement can use this case as a reference whenever required.

Notice

Any notice or other communication provided under this Agreement shall be in writing and shall be effective either when delivered personally to the other Party, or 5 (five) days following dispatch of such notice or communication by registered post (acknowledgement due), facsimile (with confirmation of delivery) or courier delivery services (with confirmation of delivery), addressed to such Party at the address set forth on the initial page of this Agreement. Either Party may designate a different address by notice to the other given in accordance with this Agreement. All notices must be in English.

Waiver

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right to thereafter enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable. Upon such modification, the rights and obligations of the Parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the Parties set forth in this Agreement.

Entire Agreement

This Agreement, and any applicable appendixes, set forth the complete and exclusive understanding between the Parties and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, with respect to the subject matter of this Agreement.

Liability Limitation

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) ANY LOST PROFIT OR LOST SAVINGS (WHETHER RESULTING FROM IMPAIRED OR LOST DATA, SOFTWARE OR COMPUTER FAILURE, SUPPORT FAILURE, OR ANY OTHER CAUSE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

It is expressly clarified and agreed that nasscom/SSC nasscom shall not be liable for any Third-Party Claims made by the Third Party claimants against nasscom/SSC nasscom or <<Agency>> with respect to the FSP Platform or Services provided hereunder and the same shall be addressed and settled by <<Agency>> at its own cost and expense without any recourse to nasscom/SSC nasscom.

Compliance, Indemnity and performance guarantee

The Agency will be solely responsible for compliance with any laws, ordinance, regulations and codes as may be applicable from time to time for the performance of this Agreement.

Subject to the terms of clause 17, the Agency hereby agrees to absolutely and unconditionally hold harmless and indemnify nasscom/SSC nasscom, its' officers, employees, agents ("**nasscom Indemnitees**") against any and all losses, liabilities, costs etc. incurred by or arising out of any claim made against any one or more

of the nasscom Indemnities by reason of (a) breach of the terms of this Agreement by the Agency; (b) the Deliverables provided to nasscom/SSC nasscom infringes the intellectual property rights of nasscom/SSC nasscom and/or any third party.

The indemnity obligations contained under this clause shall survive the termination or expiry of the Agreement.

Within 10 (ten) business days from the date of execution of this Agreement, the Agency shall provide a performance guarantee issued by a nationalized bank in India for the amount equivalent to INR [●], **(5% of the total Project cost)** to nasscom/SSC nasscom in order to ensure the due and faithful performance by the Agency of all its liabilities and responsibilities under the Agreement (“**Performance Guarantee**”). This Performance Guarantee shall be a continuing guarantee remaining in full force and effect for the entire term of this Agreement. The Performance Guarantee may be invoked, in part or full, by nasscom/SSC nasscom at any time during the term of this Agreement in order to recover any amount that may be owed to nasscom/SSC nasscom by the Agency under this or any other Agreement between them. The Performance Guarantee shall, if not invoked, be returned after the Agency has been relieved from all obligations under the Agreement.

Audit and Inspection Rights

Nasscom/SSC nasscom (whether itself or through its authorized agent) shall, at its own cost, be allowed to audit or inspect, during the normal business hours and upon prior notice to the Agency, all books, records, returns, accounts and other financial information of the Agency relating to the Project and the Deliverables. Further, the Agency agrees that if nasscom/SSC nasscom is requested by the relevant Governmental authority to make available to such authority any records, documents etc. in respect of the Agency, the Project and/or the Deliverables, the Agency shall extend all necessary support to enable nasscom/SSC nasscom to comply with such request within the timelines stipulates by such Governmental authority.

Escalation Procedure

Should there be a dispute between the Parties concerning any matter arising from or in connection with this Agreement, the Parties will use their reasonable endeavors to settle the matter amicably through mediation. If such dispute is not settled between the Parties within 30 (thirty) days of the matter being submitted to mediation, either Party may pursue any remedy it may have under this Agreement.

Jurisdiction and Arbitration

This Agreement shall be governed by and interpreted in accordance with the laws of India. In the event of any dispute or difference between the Parties hereto, the courts in New Delhi alone shall have exclusive jurisdiction and accordingly both the Parties submit to the exclusive jurisdiction of courts in New Delhi.

Where Parties fail to resolve any dispute/s arising about any aspect of the Agreement in accordance with the provisions of clause 19 herein, the dispute/s will be settled by arbitration in accordance with the procedure and provisions of the Arbitration and Conciliation Act, 1996 and all statutory enactments and modifications thereof and the rules made there under. The arbitration shall be conducted by a sole arbitrator

to be appointed by nasscom/SSC nasscom and the language of arbitration shall be English. The venue and seat of arbitration shall be New Delhi and unless otherwise determined by the arbitrator, each Party should bear its own arbitration costs.

Termination

Nasscom/SSC nasscom may terminate this Agreement by providing a 30 (thirty) days prior written notice to the Agency in case Agency is in breach of the terms and conditions of this Agreement and fails to remedy such breach within the stated 30 (thirty) days. Notwithstanding anything contained herein, any incident of non-payment of Service Fees by nasscom/SSC nasscom under this Agreement, where same is occasioned by non-receipt of relevant Governmental grant by nasscom/SSC nasscom, shall not constitute a breach on part of nasscom/SSC nasscom and will not give rise to any right on part of the Agency to stop performing its obligations under this Agreement.

Nasscom/SSC nasscom shall have the right to terminate this Agreement:

- a. by providing 30 (thirty) days prior written notice to the Agency, in case performance of this Agreement is inordinately delayed due to the Agency being affected by a Force Majeure event.
- b. forthwith by giving a notice, if any representation or warranty made by the Agency in this Agreement is false, inaccurate or is breached in any material respect and this is reasonably likely to have an adverse effect on the ability of the Agency to perform obligations under the Agreement or provide Deliverables.
- c. forthwith by giving a notice, if Agency becomes subject to any litigation, arbitration or administrative proceeding, which may have an adverse effect on Deliverables.

Further, nasscom/SSC nasscom shall be entitled to forthwith terminate this Agreement by notice to the Agency in case the relevant Government authority cancels the FSP for any reason or amends the FSP Program in such manner so as to make the scope of services required to be provide by the Agency hereunder redundant. In such case, notwithstanding anything contained herein, nasscom/SSC nasscom will not entertain any expense claim arising out of fully or partly execution of this Agreement.

Upon termination of this Agreement, the Agency shall immediately return all nasscom/SSC nasscom Confidential Information to nasscom/SSC nasscom and discontinue using any resources, including intellectual property, provided by nasscom/SSC nasscom to the Agency for provisioning of the Deliverables. Further, the Agency shall handover all completed Deliverables as well as any work in progress under this Agreement.

Amendment of the Agreement

If during the operation of the Agreement, circumstances may rise which call for alteration/ modification to this Agreement, such alteration / modification shall be mutually discussed and agreed upon in writing between the Parties and be formalized in writing as an addendum to this Agreement.

Agency's Liability

The Agency's employees shall under no circumstances be deemed to be nasscom/SSC nasscom's employees and the Agency shall hold itself responsible for any claim(s) which its employees or their heirs, dependents or representative may have or make for damages or compensation for anything done or omitted to be done in course of performing this Agreement, whether arising on nasscom/SSC nasscom's premises or elsewhere and agrees to indemnify and hold harmless nasscom/SSC nasscom against all and any such claim(s), if made against nasscom/SSC nasscom.

Financial Terms

Total commercial fees agreed to is INR _____ (inclusive of GST @____) for the deliverables provided under the Agreement. The Service fee shall be payable in the manner provided under **Form 8** subject to terms contained hereunder. All payments hereunder shall be subject to such deductions as may be required under applicable laws. The Agency shall pay or cause to be paid when due, but not by way of limitation all taxes including goods and service tax arising out of the Agreement and provide nasscom/SSC nasscom with necessary proofs with respect to the same. Agency agrees that any direct tax liability for commercial fees earned under this Agreement would solely be to the account of the Agency.

The Parties further agree that the payment of the commercial fee shall be subject to (a) receipt of deliverables in form and manner satisfactory to nasscom/SSC nasscom; and (b) release of funds from relevant Government authority to nasscom/SSC nasscom. Nasscom/SSC nasscom shall, notwithstanding any provision to the contrary included in this Agreement, be entitled to deduct from and/or set off against any amount due to the Agency under this Agreement, any and all amounts which the nasscom/SSC nasscom is liable to pay to Agency under this Agreement or otherwise.

Liquidated Damages for delay

If the Agency fails to deliver the Deliverables in accordance with the terms of this Agreement, nasscom/SSC nasscom may without prejudice to all other remedies available to it under this Agreement, be entitled (subject to delivering attributable to the Agency), as liquidated damages, to an amount equivalent to 0.5% percentage of the Agency fee of the delayed component for each day or part thereof of delay until actual delivery or completion of Deliverables to the satisfaction of nasscom/SSC nasscom maximum up to 15% of the contract value.

Force Majeure

Notwithstanding anything contained in this Agreement, nasscom/SSC nasscom or the Agency shall not be liable for liquidated damages or termination for default, if and to the extent that, the Party's delay in performance or failure to perform its obligations under the Agreement is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Party impacted by such event and not involving fault or negligence foreseeable by such Party, such as strikes, lockouts, act of God, act of war, floods, declared epidemics, pandemics, quarantine restrictions and freight etc. and which such affected Party could not have prevented by good industry practice or by the exercise of reasonable skill and care.

If a Force Majeure situation arises, the affected Party shall promptly notify the other in writing of such conditions and the cause thereof no later than 7 (seven) days after the occurrence of such Force Majeure event; and such notice shall include a brief description of the event or circumstances of Force Majeure, the portion of work affected, an estimate of the anticipated delay and all substantial evidence for such Force Majeure. No later than 4 (four) days after the cessation of any continuing circumstances comprising Force Majeure, the affected Party of such Force Majeure shall give the other Party notice of the date of such cessation. The burden of proof of the occurrence of a Force Majeure event rests with the asserting Party. In cases wherein the Agency is the affected Party, unless otherwise directed by nasscom/SSC nasscom in writing, the Agency shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by such Force Majeure event.

The Parties may mutually agree in writing to extend the timelines for delivery of the Deliverables by the Agency on account of such Force Majeure event.

Assignment & Sub-Contracting

Unless permitted by nasscom/SSC nasscom in writing, the Agency shall not assign or transfer, in any manner whatsoever, its rights and obligations under this Agreement to any third party (including its affiliates). Provided, nasscom/SSC nasscom shall be entitled to assign this Agreement, in whole or any part, with prior intimation to the Agency. Provided that where assignment of this Agreement occurs, the assignee shall have executed an instrument accepting such assignment and assuming the obligations of the assignor hereunder.

Further, the Agency shall not be entitled to sub-contract any part of the services required to be provided hereunder to any third party (including its affiliates) without nasscom/SSC nasscom's prior written consent.

Survival or Provisions

In order that the Parties may fully exercise their rights and perform their obligations hereunder arising from the performance of the Deliverables, such provisions of the Agreement as are expressly stated to survive or are required to ensure such exercise or performance, shall survive the termination of this Agreement.

Form 9: Financial Proposal Format

(To be submitted by the Agency as per the format given below in a separate email in password protected PDF document.)

Name of Agency -----

S. No.	Unit cost for alignment and mapping of course as per the scope of work of the Project [INR]	GST in Figures [INR]	Total Unit cost including GST [INR]
1			
2			
3			
4			
5			
6			
7			

- The unit cost should exclude GST and include all other type of taxes [if applicable]. Unit cost should include all out-of-pocket expenses incurred by the selected Agency(s) including travel related to work, accommodation or any other expenses related to achieving the targets. No additional costs / fee shall be paid over and above the quoted fee.
- GST as applicable at the time of invoicing shall be paid to the Agency additionally.
- Break-up of targets are mentioned in the scope of work
- Payment will be made on a monthly basis after completion of assignment and verification of submitted proofs.
- Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Agency does not accept the correction of errors, its Proposal will be rejected;

The scope of the Project shall include (but will not be limited to) the following:

Background of Project:

Nasscom, a not-for-profit industry association, is the apex body for the 227-billion-dollar IT industry in India, an industry that had made a phenomenal contribution to India's GDP, exports, employment, infrastructure and global visibility. In India, this industry provides the highest employment in the private sector.

Established in 1988 and ever since, nasscom's relentless pursuit has been to constantly support the IT industry, in the latter's continued journey towards seeking trust and respect from varied stakeholders, even as it reorients itself time and again to remain innovative without ever losing its humane and friendly touch.

Nasscom is focused on building the architecture integral to the development of the IT sector through policy advocacy and help in setting up the strategic direction for the sector to unleash its potential and dominate newer frontiers.

About FutureSkills Prime

FutureSkills Prime (Program for Re-skilling/ Up-skilling of IT Manpower for Employability) The Government of India through MeitY and nasscom have partnered to build India's Digital Talent Stack through FutureSkills Prime, an online platform that aims to reskill & upskill Indian citizens and aims to impact 4 lakh beneficiaries over the next three years.

The program aims "to create a re-skilling/ up-skilling ecosystem in emerging and futuristic technologies to facilitate continuous skill as well as knowledge enhancement of the IT professionals in line with their aspirations and aptitude in a self-paced digital skill environment." This is envisioned as a first of its kind initiative in the field of skills training which would essentially follow an 'aggregator of aggregators' approach with the entire platform being hosted online. The platform would provide interested candidates with multiple options to address their skilling needs.

The platform would provide multiple options (over 70 job roles and 155 distinct tasks (NOS) under 11 new emerging technologies) to the interested candidates, for their skilling needs on:

- 3D Printing & Modelling
- Artificial Intelligence
- Big Data Analytics
- Blockchain
- Cloud Computing
- Cyber Security
- Internet of Things
- Web, Mobile Development & Marketing
- Robotic Process Automation
- Augmented Reality & Virtual Reality
- Semiconductor

In addition to these listed technologies other additional technologies could also be added like Nano, Metaverse, Low Code - No Code, 5G etc.

The scope of work under this Project (but not limited to) the following:

A. Mapping and Alignment of 200 Courses to Standards developed by IT-ITeS SSC

Mapping and Alignment of 200 courses to Standards developed by IT-ITeS SSC (delivered in different modes like self-paced, VILT & ILT (offline) or blended) by multiple Agency(s). Activities to be taken out during the course mapping and are as follows:

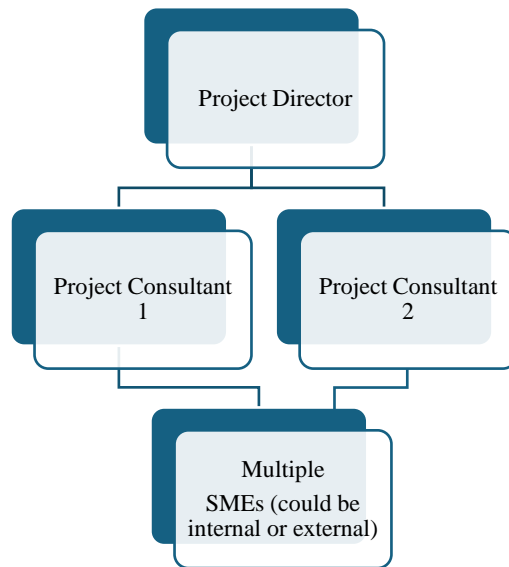
- a) Create mapping templates for Standards developed by Client.
- b) Finalize the qualifying criteria of the mapped course, with Client.
- c) High level course mapping using TOC and Curriculum outline shared by the partners to confirm if a course should be considered for alignment.
- d) Go through courses to align the course content to the Standards developed by Client.
- e) Validate the course material and score course content against performance outcomes defined in the Qualification File the Qualifications/NOSs/Micro-credentials.
- f) Share detailed analysis of the content mapping and handle queries raised by Content Partner.
- g) Re-map the course/s once identified gaps have been addressed by Content Partner, if applicable
- h) Submit the final validation results in the approved format shared by Client.
- i) Submit final Project report on Client's approved format.

B. Other considerations while mapping are as follows:

Support Client to expand its partners pool by leveraging their connections with other course providers for both self-paced online and VILT/ILT mode . Technologies in focus- AI, BDA, Cloud Computing, Cyber Security, IoT, RPA, Blockchain, Web, Mobile Development & Marketing, 3D Printing & Modelling, AR/VR. In addition to these listed technologies other additional technologies could also be added like Nano, Metaverse, Low Code - No Code, Semiconductor, 5G etc.

Project Team composition:

Each successful Agency, cluster wise, would be required to deploy a full-time Project team that commensurate to the scope of work. Agency(s) are requested to carry out their own due diligence towards ascertaining the team size required, to suitably deliver on the scope of work. However, a minimum named team size of the following would be required to be deployed:



Qualifications and experience of Proposed Team:

1. Project Director:

- Master's degree in technology, Business Administration, Education, or a related field.
- 15+ years of experience** in project management, preferably in the IT/EdTech sector.
- Proven track record of successfully delivering large-scale, multi-stakeholder Projects in skilling, education, or digital transformation domains.

2. Project Consultant:

- Bachelor's degree in technology, Business Administration, Education, or a related field.
- 3+ years of experience in consulting roles, with a focus on skill development, digital content strategy, or education technology.

3. SMEs

- Bachelor's degree in technology, computer science, or related field.
- 5+ years of experience in technical roles in the required emerging technologies.

Timelines of Deliverables and Reporting:

- Execution of the Project will be done by the Agency(s) as per approved plan by the Client, without any deviation.
- Project Review and Reporting: Expected review structure detailed below (may change as per Project requirements)

#	Type	Participants	Frequency
1	Weekly	Project Teams from Selected Agency(s) and Client	Once Every Week
2	Monthly	Project Teams (Agency(s) and Client) and nasscom/ SSC nasscom Project Lead/Director	Once Every 30 Days
4	Steering	Project Teams from Selected Agency(s) and Client	Quarterly, OR as and when required
5	Final	Project Teams and Client	At the end of the project

Agency Monitoring format:

Selected Agency(s) to submit data/documents in approved format on quarterly basis for review and improvement.

Payment Terms & Milestones:

Tranche	Quarterly Performance Linked Payment %	Milestone
1	20% of the Contract Value	20 courses
2	Next 20% of the Contract Value	20 courses
3	Next 20% of the Contract Value	20 courses
4	Last 40% or Balance (%) of the Contract Value	40 courses

Client's Responsibilities:

- i. Provide courses to the selected Agency with course content access enabled to the SME for mapping
- ii. Review and approve validation templates, project documentation templates, qualifying criteria, final project documentation
- iii. Support Agency in case of any challenges faced while mapping

*****End of Document*****