

STANDARD PROCUREMENT DOCUMENTS

Standard Request for Proposal

for

Selection of Technology Partner for Implementation of Aadhaar-based IVR-based KYC



RFP/ITS/2024/006

Department- IT Services

Important Dates:

Date of commencement of RFP	30 th January 2024
Pre bid meeting. Virtual via MS Teams (Click here to join)	5 th February 2024; 11:30 a.m.
Receipt of Queries by email to procurement@nsdcindia.org	5 th February 2024; 4:30 p.m.
Last Date and Time of submission of Bid	12 th February 2024; 4:00 p.m.
Place of Submission of Proposals	https://nsdc.eproc.in

INSTRUCTION TO CONSULTANTS (ITC)

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 Consultant.
- 1.2. "Applicable Law" means the laws and any other instruments having the force of law in India.
- 1.3. "Client" means NSDC.
- 1.4. "Consultant" 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 Consultant.
- 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 Consultant, Sub-Consultant 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. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- 1.11. "Key Expert(s)" 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 Consultant's proposal.
- 1.12. "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- 1.13. "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- 1.14. "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- 1.15. "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- 1.16. "Services" means the work to be performed by the Consultant pursuant to the Contract.
- 1.17. "Sub-Consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- 1.18. "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1. National Skill Development Corporation (NSDC), the client intends to select a **Technology Partner for Implementation of Aadhaar-based IVR-based KYC.** (hereinafter called "Consultants").
- 2.2. The Consultants with whom this RFP is shared, are invited to submit a Technical Proposal and a Financial Proposal against this RFP. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
- 2.4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal.
- 2.5. The information contained in this document or information provided subsequently to consultant(s) whether verbally or in documentary form by or on behalf of NSDC, is on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. This document is not an agreement and is not an offer or invitation by NSDC to any parties other than the Consultant(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as —Consultant or —Consultants respectively). The purpose of this document is to provide the Consultants with information to assist in the formulation of their proposals. This document does not claim to contain all the information each Consultant requires. Each Consultant may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this document. NSDC 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. The information contained in the document is selective and is subject to updating, expansion, revision, and amendment.
- 2.6. NSDC reserves the right of discretion to change, modify, reject, add to, or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. NSDC in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document. NSDC 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 NSDC shall be final, conclusive, and binding on all the parties.

3. Conflict of Interest

- 3.1. The Consultant 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 Consultant 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 Consultant or the termination of its Contract and/or sanctions by NSDC.
- 3.3. Without limitation on the generality of the foregoing, the Consultant 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. **Conflicting assignments** Conflict among consulting assignments: a Consultant (including its Experts and Sub-Consultants) 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 Consultant for the same or for another Client.
- 3.3.3. **Conflicting relationships** Relationship with the Client's staff: a Consultant (including its Experts and Sub-Consultants) that has a close business or family relationship with a professional staff of NSDC who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NSDC throughout the selection process and the execution of the Contract.
4. **Corrupt and Fraudulent Practices:** The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Annexure II. In further pursuance of this policy, Consultants shall permit and shall cause their agents, Experts, Sub-Consultants, sub-contractors, services providers, or suppliers to permit NSDC 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 NSDC.
5. **Eligibility Criteria:** Only those Consultants who qualify the eligibility criteria will be evaluated financially:

Pre-Qualification Criteria		
SN	Eligibility Criteria	Documents/ Copies to be submitted
5.1	The Bidder must be incorporated and registered in India, under Companies Act / Societies Act / Indian Partnership Act / Indian Trusts Act and should be in operations continuously for at least 3 years as on date of publishing of the RFP.	<ul style="list-style-type: none"> ▪ Certificate of Incorporation ▪ Registration for GST ▪ PAN
5.2	Proven experience in designing and implementing Aadhaar based technology solutions or IVR based technology solution.	Work Order/ Client Confirmation Letter
5.3	The Bidder must have a minimum average annual turnover of at least Rs. 01 Cr. in last 3 FYs i.e., 2022-23, 2021-22 and 2020-21.	CA certificate with UDIN.

Pre-Qualification Criteria		
SN	Eligibility Criteria	Documents/ Copies to be submitted
5.4	A power of attorney / Board resolution in the name of the person signing the bid by the Bidder	Power of Attorney/Board Resolution Copy
5.5	Blacklisting Declaration: <ul style="list-style-type: none"> The Bidder should have never been involved in any illegal activity or financial fraud. The Bidder and its affiliates should not have been blacklisted by any Government Agency/ Public Sector Undertaking/ Autonomous Bodies of Government/ Reputed Corporates for breach of applicable laws or violation of regulatory provisions or breach of agreement. 	Undertaking on letter head/ self-declaration.
5.6	Mandatory requirements: All requirements mentioned in Terms of Reference and Scope of Work must be mandatory complied with. If the Bidder is not able to provide services according to SOW, they will be disqualified.	Consultant need to submit proof of compliances on its letter head.

Note: - Submission of all the valid/legal documents in context to above table is mandatory.

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

6. Duration of Assignment

The duration of assignment shall be **5 Years** from Letter/E-mail of Intent/ start of agreement. However, the quality of service provided by the Consultant and the performance of the Consultant shall be reviewed continuously and in case the performance is found unsatisfactory, the Consultant's contract can be terminated at NSDC's discretion. If the project demands an extension and the performance is found satisfactory then the contract may be extended as required. In case there is a requirement for more Consultants for any reason, NSDC may procure services from more Consultants for similar purposes.

B. Preparation of Proposals

- General Considerations:** In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- Cost of Preparation of Proposal:** The Consultant 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. 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 Consultant.
- Language:** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in "English".
- Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in Annexure I.

11. **Only One Proposal:** The Consultant shall submit only one Proposal. If a Consultant, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
12. **Proposal Validity:** Consultant's Proposal must remain valid up to 180 days after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including their availability. If it is established that any Consultant was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
 - 12.1. **Extension of Validity Period:** The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend by 180 days more.
 - 12.2. Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the staff.
13. **Proposal Security:** Not Applicable
14. **Sub-Contracting:** The Consultant cannot subcontract some or whole of the Services.
15. **Clarification and Amendment of RFP:** The Consultant may request a clarification of any part of the RFP till the date mentioned in the RFP document. Any request for clarification must be sent in writing, by email to the Client's email address: procurement@nsdcindia.org. The Client may respond in writing, by email, or will upload responses (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:
 - 15.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be shared with the Consultants.
 - 15.2. 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 Consultants reasonable time to take an amendment into account in their Proposals.
 - 15.3. The Consultant 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.
16. **Technical Proposal and Financial proposal Format and Content:**
17. The Technical Proposal shall be prepared using the format provided in Annexure I of the RFP
18. The Financial Proposal shall be prepared using the format provided in Form Fin 1 of the RFP. It shall list all costs associated with the assignment.
19. The Technical Proposals and Financial Proposals shall be filled up and shared as single proposal.
20. Only those proposals which qualify on all parameters of Eligibility criteria in point 5 above will be considered for evaluation.
21. The Consultant is responsible for meeting all tax liabilities arising out of the Contract.
22. The Consultant shall express the price for its Services in INR.

C. Submission, Opening and Evaluation

23. Submission of Proposals:

- 23.1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure I. The Consultant shall submit Technical and Financial Proposal only on eProcurement Portal <https://nsdc.eproc.in> as per process mentioned in Annexure.

- 23.2. An authorized representative of the Consultant shall sign the original submission letters in the required format for Technical Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 23.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
24. **Confidentiality:** From the time the Proposals are opened to the time the contract is awarded, the Consultant should not contact the Client on any matter related to its Technical Proposal.
- 24.1. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the selection.
- 24.2. Any attempt by consultants or anyone on behalf of the Consultant to improperly influence the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.
- 24.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of selection, if a consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
- 24.4. This document is meant for specific use by the Consultants interested in participating in the current tendering process. This document in its entirety is subject to Copyright Laws. NSDC expects the Consultant or any person acting on behalf of the Consultants to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Consultants shall be held responsible for any misuse of information contained in the document if such a circumstance is brought to the notice of NSDC. By downloading the document, the interested party is subject to confidentiality clauses.
25. **Opening of Technical Proposals:** The Client's evaluation committee shall conduct the opening of the Technical Proposals.
26. **Evaluation of Technical Proposals:** The Client's evaluation committee shall evaluate the Technical Proposals first based on their responsiveness to the RFP and applying the eligibility criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to meet the eligibility.

Technical Evaluation Criteria:

SN	Criteria / Sub Criteria	Max Marks	Document to be provided
Desk Evaluation:			
26.1.	<u>Relevant Eligible Experience:</u> Consultants should possess experience in the effective implementation and deployment of Aadhaar KYC-related technology, encompassing IVR Authentication, e-KYC, Offline KYC, and Aadhaar masking. This experience shall include the successful establishment of AUA/KUA and related applications, the development of APIs, e-KYC middleware, or the entire technology stack, all in accordance with UIDAI guidelines and	20	Contract agreement/Work Order highlighting the scope mentioned under Relevant Eligible Experience

SN	Criteria / Sub Criteria	Max Marks	Document to be provided
	<p>security protocols.</p> <p>Furthermore, Consultants must demonstrate their ability to provide comprehensive Operation & Maintenance (O&M) support and Annual Maintenance Contract (AMC) services to ensure client satisfaction. This experience should be based on their past engagement with at least one (1) organization in India, spanning various sectors such as Central Government, State Government, PSU, Private Sector Companies, Banks, Insurance, and BFSI. Alternatively, Consultants may showcase their expertise in implementing services within the Aadhaar ecosystem, such as Aadhaar Masking, VKYC (Virtual KYC), or IVR based payment processing technology solutions."</p> <p>Each assignment will carry 04 marks and a maximum of 5 assignments will be taken into consideration.</p>		
26.2.	<p>The Consultant must have a minimum average annual turnover of at least Rs. 01 Cr. in last 3 FYs i.e., 2022-23, 2021-22 and 2020-21.</p> <p>Rs. 1 Cr. to Rs. 3 Cr. - 8 marks</p> <p>Rs. 3 Cr. or more - 10 marks</p>	10	CA Certificate with UDIN
26.3.	<p>Consultant should have a proven track record of effectively executing Aadhaar KYC-related projects and conducting a minimum of 10 million (1 crore) transactions for any Private Sector Company or Government Department in India. It's important to note that technology consortium arrangements are not allowed, and the prime Consultant must individually satisfy this requirement."</p> <ul style="list-style-type: none"> ▪ >1 Cr to 3 Cr authentications-5 marks ▪ >3 Cr to 10 Cr authentications-8 	10	Work Order/ Agreement/ Proof of Establishing number of authentication or ekyc performed

SN	Criteria / Sub Criteria	Max Marks	Document to be provided
	marks ▪ >10 Cr authentication-10 marks		
26.4.	Experience with Telecom Service Provider/ Central Government/State Government/ PSU/ BFSI Each assignment will carry 03 marks and a maximum of 5 assignments will be taken into consideration.	15	Work Order/Agreement
26.5.	The Consultant should possess certifications on IT TECHNOLOGY such as ISO 27001:2013 or equivalent	05	Valid Certificate Copy
	Total Marks	60	

Note:

- Minimum qualifying Marks in Technical is 40 or more out of 60 Technical Marks.** Only those Consultants securing more than 40 marks shall qualify for presentation on **Approach & Methodology as mentioned below.**
- Approach & Methodology (40 Marks)**
Consultants shall give a presentation to NSDC covering the below-mentioned topics. The presentation may be online or offline, depending upon the location of the Consultants.
 - Proven experience in designing and implementing IVR-based solutions.
 - Familiarity with Aadhaar authentication and related APIs.
 - Demonstrated ability to ensure data security and privacy.
 - Financial stability and the ability to deliver the project on time and within budget.

Minimum Qualifying marks will be 70 marks out of 100, which would be the aggregate of Desk Evaluation Score (60) and Approach and Methodology (40).

27. Opening of Financial Proposals and evaluation.

- 27.1. After the technical evaluation is completed and approved by the Committee, the Client shall notify those Consultants 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 Consultant'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 in writing those consultants whose technical proposals achieved minimum score.
- 27.2. The Financial Proposals shall be opened of those Consultants 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. These Financial Proposals shall be then opened, and the total prices recorded.
- 27.3. NSDC may use e-Auction process for financial opening for this Procurement. Only technically qualified agencies will get one-time half an hour online training by our empaneled e Auction vendor C1 India Pvt. Ltd. All qualified agencies will have to submit

their financial quotes as pre-bid in E-Auction system and same will be verified by NSDC with submitted financial quote of agencies. E-Auction time slot will be informed to qualified agencies at later stage.

27.4. Please note that in both E-Auction and without E-Auction process QCBS Method (80% weightage to Technical Score and 20% weightage to financial) shall be used.

27.5. Method of selection: Quality- and Cost-Based Selection (QCBS)

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 80%, and

P = 20%

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

$S = St \times T\% + Sf \times P\%$.

The Consultant achieving the highest combined technical and financial score will be invited for negotiations. In case more than one consultant has same score, further negotiations with those consultants will be undertaken or work may be awarded to multiple consultants.

28. Negotiations and Award

28.1. Consultant obtaining Highest Combined score will be called for negotiation.

28.2. If negotiation is successful, Consultant will be eligible for award of work. If not, then next ranked Consultant will be approached.

28.3. The Consultant eligible for award of work will be issued an agreement and will be requested for their review and signatures.

28.4. In case Consultant does not agree to the terms of contract, next ranked Consultant will be approached.

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

29. **NSDC** reserves the right to award work to one or more Consultants for any specific assignment and the number will depend on the requirement.

30. During the assignment, if requirement arises, more agencies can be included.

31. The decision of NSDC will be final and binding upon all Consultants.

Annexure -I

(Documents Comprising Technical Proposal)

Form Tech-1

Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the valuation services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. "We are hereby submitting our Proposal.

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) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per Annexure II.
- (e) We, along with any of our sub-Consultants, 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.
- (f) 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
- (g) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Contract is signed or letter of Intent/PO is issued, to initiate the Services related to the assignment no later than the date indicated in the contract/letter.

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 Consultant: ____

Address: _____

Contact information (phone and e-mail): _____

I. General Information

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

II. Information as per eligibility criteria, clause 6 (Please use MS excel to provide details of this table below)

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Consultant's Date of Incorporation/ Registration	
2.	Annual Turnover: 2022-23 2021-22 2020-21	

Form Tech 2- Consultant's Experience

Information as per eligibility criteria and technical evaluation criteria to be furnished.

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	
Assignment No:3	
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:4	
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 rows if required.

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 Fin-1: Financial Proposal Submission Form

The Consultant is required to submit their financial quote in the table mentioned below:

SN	Description	Amount in Rs. (without tax)
1	Planning development & deployment cost	
2	AM cost per year	

Note: Agency to furnish break up of cost upon request of client.

GST Extra

Annexure-II

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, Consultants/suppliers/contractors/Consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:

- a. Proposal for award may be rejected, if it determines that the Consultant, recommended for award, and/or its employees, sub-contractors, sub-Consultant, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- 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/Consultant and/or its employees, subcontractors/sub-Consultants, 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. 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 Consultants (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive levels.

Terms of Reference

Selection of Technology Partner for Implementation of Aadhaar-based IVR-based KYC

1. Background:

NSDC recognizes the importance of efficient and secure Know Your Customer (KYC) processes in various skill development and training initiatives. In line with this objective, NSDC aims to implement a robust Aadhaar-based IVR (Interactive Voice Response) based KYC system. This system will facilitate a streamlined and reliable identification and verification process for candidates seeking to participate in NSDC-affiliated skill development programs.

2. Scope of Work:

The selected technology partner will be responsible for the end-to-end implementation of the Aadhaar-based IVR-based KYC system, which includes, but is not limited to:

- Design and development of the IVR platform for Aadhaar-based KYC verification.
- Integration with Aadhaar authentication services and necessary APIs.
- User-friendly and intuitive IVR interface for candidates and operators.
- Security measures to ensure data privacy and protection.
- Integration with NSDC's existing systems and databases as required.
- Testing, deployment, and maintenance of the technology solution.

3. Service Level Agreement (SLA)

Sn	Service Area	Acceptable Service Level	Penalty
1	Service impact: 1. Severe impact on business operations, impacting a large number of users, legal and statutory violation and service delivery. No work-around available. 2. Functions partially not available or restricted capabilities. Work can be completed using alternative methods and there is no impact to daily service levels. 3. Work can be completed using alternative methods and there is no impact to daily service levels	Notify critical events within 15 minutes of the event identification.	
		99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
	4. Problem impacts ability to complete daily works but does not affect major functions of the business. No workaround exists.	Notify High priority events within 30 minutes of the event identification.	
		99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
	5. Functions partially not available or restricted capabilities. Work can be completed using alternative methods and there is no impact to daily service levels.	Notify medium priority events within 60 minutes of the event identification.	
		99.9 % and above	NA

Sn	Service Area	Acceptable Service Level	Penalty
	6. Work can be completed using alternative methods and there is no impact to daily service levels	98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
		Notify low priority events within 90 minutes of the event identification.	
		99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
2	Security Incident response and resolution	Critical: Update should be provided at the minimum of once in every 30 mins along with action plan/ mitigation steps till the closure of the incident. Critical incidents should be closed within 4 hours	
		99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
3	Security Incident response and resolution	HIGH: Update should be provided at the minimum of once in every 1 hour along with action plan/ mitigation steps till the closure of the incident. High Priority incident should be closed within 8 hours	
		99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
4	Security Incident response and resolution	Medium: Update should be provided at the minimum of once in every 4 hours along with action plan/ mitigation steps till the closure of the incident medium priority incidents should be closed within 24 hours	
		99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment

Sn	Service Area	Acceptable Service Level	Penalty
5	Security Incident response and resolution	Low: Update should be provided at the minimum of once in every 8 hours along with action plan/mitigation steps till the closure of the incident. Low priority incidents should be closed within 48 hours.	
		99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
6	Reporting and Dashboard compliance Periodic reports to be provided as per requirements.	99.9 % and above	NA
		98% to 99.9	2 % of monthly payment
		95% to 97.99%	3 % of monthly payment
		90% to 94.99%	5 % of monthly payment
7	<ul style="list-style-type: none"> Daily Reports: Next Working Day by 12 PM Weekly Reports: Monday 12 PM Monthly Reports: By 5th day of every month (n) for 1st day of (n-1) month to last day of (n-1) month Quarterly reports: By 5th day of every quarter end Ad hoc report: Detailed RCAs for security incidents 	90% to 94.99%	5 % of monthly payment

- The Consultant need to strictly adhere to Service Level Agreements (SLA) computed on parameters as per industry best practice. Services delivered by vendor should comply with the SLA mentioned in the table below. SLA will be calculated monthly. SLA violation will attract penalties.
- Note: The Digital Personal Data Protection Bill, 2023 will apply in case of any breach
- The Contract is valid for 5 (five) years from the date of selection, subject to annual performance of the TECHNOLOGY PARTNER and payment of Yearly License Fee starting from year 1 onwards.

4. Payment schedule

SN	Milestone	Payment Percentage
1	Development & Installation of IVR	50% of 1 in financial format table
2	Go-live	50% of 1 in financial format table
3	AMC Charges	Every year as per 2 in financial format table

Annexure- III

DEFINITIONS:

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

Pre-requisites:

- a) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e., Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSDC. Bidders can see the list of licensed CA's from the link www.cca.gov.in
- b) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e., Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at vikas.kumar@c1india.com.
- c) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the NSDC e-Tendering Portal (<https://nsdc.eproc.in>)
- d) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- e) For helpdesk, please contact Help Desk Nos. +91-124-4302033 / 36 / 37
- f) Participant are requested to email their issues to helpdesk at nsdcsupport@c1india.com. This will help serving the participant better
- g) The amendments/ clarifications to the tender, if any, will be posted on the NSDC e-Tendering Portal (<https://nsdc.eproc.in>)
- h) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- i) It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Skill Development Corporation nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

**DRAFT AGREEMENT
BETWEEN
NATIONAL SKILL DEVELOPMENT CORPORATION
AND**

[<Write name of selected Service Provider>]

This Agreement ("Agreement") is made on [], between:

- 1) **National Skill Development Corporation**, 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
- 2) [], a [] incorporated under the [], and having its registered office at [] (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 13th September 2021, ("**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 Services Provider submitted a bid response dated DD-MM-YYYY ("**Bid Response**") pursuant to the RFP where the Services Provider has represented to NSDC that it is an experienced, and fully qualified and capable of providing the Services.

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) "**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.
 - (b) "**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.
 - (c) "**Confidential Information**" includes the contents of this Agreement and all content created pursuant to this Agreement. It also includes, with respect to NSDC and the Service Provider any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, 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 which is acquired by, or disclosed to, either Party pursuant to this Agreement, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of this Agreement and includes any tangible or intangible non-public information that is marked or otherwise designated as 'confidential', 'proprietary', 'restricted', or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure.

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

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. Subject to the terms of this Agreement, NSDC appoints the Service Provider to provide the Services as enumerated in Schedule -I.
- 2.2. All services, functions or responsibilities which are reasonably necessary and required for the performance or provision of the Services shall be deemed to be included within the scope of work of the Service Provider.
- 2.3. Except as specifically excluded, all tools and materials required by the Service Provider to perform its obligations under this Agreement shall be used by the Service Provider, at no extra cost to NSDC

3. Consideration and Payment Terms

- 3.1. In consideration of the Service Provider providing the Services (as specified in Schedule I) to NSDC, NSDC agrees to pay sufficient and valid consideration ("**Consideration**") in accordance with the Payment Terms outlined in Schedule II.
- 3.2. The amounts shall be due upon receipt of an invoice by NSDC, and all undisputed invoices

and charges shall be paid by NSDC within 30 (thirty) days of receiving such invoice from the Service Provider.

- 3.3. The Service Provider recognizes that payments are linked to, and dependent on the successful completion of Services, within timelines mentioned in this Agreement, and submission of all relevant deliverables sought under this Agreement.
- 3.4. All payments shall be made in INR.
- 3.5. All charges are exclusive of all applicable taxes that may be levied, imposed, charged or incurred. NSDC shall pay the consideration due under this Agreement (including taxes) after deducting any tax deductible at source, at the applicable rate. NSDC shall furnish a tax certificate evidencing payment of the tax deductible at source to the appropriate government entity or Authority on a timely basis.
- 3.6. All payments are inclusive of all out of pocket expenses. Except as provided under the Agreement, the Service Provider shall not be entitled to claim any out of the pocket expenses incurred pursuant to its performance of obligations under the Agreement.

4. Term

Notwithstanding the date hereof, this Agreement shall commence on the [] ("Effective Date") and shall be valid for a period of three (3) years and shall come to an end on []. The term can be extended or reduced depending upon performance of the service provider and requirement of NSDC.

5. Termination

- 5.1. Either Party may terminate this Agreement by giving written notice of 15 (fifteen) days to the other in the event that:
 - a) the other Party has committed a material breach of any of its obligations hereunder which cannot be remedied;
 - b) the other Party 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;
 - c) the other Party goes into liquidation or bankruptcy (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that other Party's assets or if that other Party 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 other Party or any similar occurrence under any jurisdiction affects that other Party; or
 - d) the other Party ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.
- 5.2. NSDC may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days.
- 5.3. 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.
- 5.4. Either Party's right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.

6. Consequences of Termination

- 6.1. Upon termination of this Agreement, any rights or authority granted by NSDC to the Service Provider under this Agreement shall terminate with immediate effect.
- 6.2. Within 7 (seven) business days after termination, 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.
- 6.3. Except where the Agreement is terminated pursuant to clause 5.3 (*Termination for Corrupt and Fraudulent Actions*), all charges or amounts payable for the completion of milestones already achieved, or services already availed, whether invoiced or not, subject to the

Service Provider providing suitable invoices, outstanding upon the date of termination, shall be settled within 30 (thirty) days of such termination.

- 6.4. 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. Representation and Warranties

7.1. Each Party represents and warrants to the other Party that:

- a) It has full power and authority to execute, deliver and perform this Agreement.
- b) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and
- c) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

7.2. The Service Provider represents and warrants that

- a) It possesses the necessary experience, expertise and ability to undertake and fulfil its obligations under all phases involved in the performance of its obligations under the Agreement.
- b) All representations made by the Service Provider in the Bid Response are true and accurate.
- c) The Service Provider has read and understood NSDC Procurement Policy and specifically the policy on Fraud and Corrupt Practices (extracted portion in Schedule - III) and shall abide by the same.

8. Performance Guarantee:

Within 07 days from date of receipt of confirmation for award of work, the Firm shall furnish to the Purchaser the performance security (5% of contract value) of Rupees [] only (INR []). The performance security shall be denominated in Indian Rupees and shall be in the form of an unconditional bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Purchaser, in the format provided by the Purchaser (may refer Schedule-V). The performance security will be returned to the Firm not later than end of contract.

9. Personnel

- 9.1. The Service Provider shall deploy personnel for providing 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 consultants, key employees shall be described in Schedule IV. ("Key Employees").
- 9.2. The Service Provider shall immediately terminate and replace a Key Employee 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.
- 9.3. NSDC shall have the right to interview any of the Key Employees engaged by the Service Provider to ensure they are duly qualified to provision the Services.
- 9.4. In the event that any of the Key Employees 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 Employees, with equally competent resources, and ensure that a complete knowledge transfer, and all other processes required to maintain business continuity.
- 9.5. In the event that any Key Employee 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.
- 9.6. **Substitution of Key Experts**
 - i. If any of the Key Experts become unavailable, the Technical Consultant 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. Technical Consultant cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity death or any other unanticipated circumstances from the project start date unless there is written approval of the Business Head-SANKALP.
- iii. The Key Experts have to be full-time on this project and at the location mentioned as per the RFP. 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 contract 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 Business Head-SANKALP.
- 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 Technical Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.
- v. If the Technical Consultant 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. NSDC reserves the right to seek replacement of resources against any of the positions mentioned in the RFP if at any point they are found not suitable for the work allocated to them in the project. The Technical Consultant should provide a replacement within 30 days of such written request placed by NSDC otherwise a penalty of 5% of quoted man-month rate per day of delay will be levied.
- vii. In such an eventuality where replacement is sort by NSDC, at least a 30-day notice will be given to Technical Consultant to advice the concerned consultant to improve upon his/her performance failing which the replacement clause will be started.
- viii. **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. Technical Consultant 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.

10. Compliance with Laws

Each Party shall at all times and at its own expense (a) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such Applicable Laws; and (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations hereunder.

11. Intellectual Property Rights

- 11.1. The Service Provider acknowledges that any Intellectual Property Rights already owned by NSDC shall remain the sole property of NSDC. However, so as to enable the Service Provider to provide the Services and to comply with its obligations under this Agreement, NSDC

acknowledges that the Intellectual Property Rights or part thereof owned by NSDC will need to be made available to Service Provider and such property is made available only to enable the Service Provider to provide Services under this Agreement.

- 11.2. The Service Provider also acknowledges and assigns to NSDC in perpetuity and exclusively, Intellectual Property Rights in any deliverables created under this Agreement, in the course of provision of the Services. This includes reports, tables, presentations, handbook developed specifically for NSDC in furtherance of providing Services under this Agreement.
- 11.3. NSDC acknowledges that the Intellectual Property Rights owned by Service Provider, independently as separate from providing Services under this agreement, including tools for provision of Services of this Agreement, including discussion notes, learning tools, format and similar materials developed by the Service Provider in the course of its business, shall belong to the Service Provider only.

12. Indemnification

The Service Provider shall indemnify and hold NSDC harmless from third party claims arising from or related to:

- i. A breach of the terms of this Agreement; or
- ii. A violation of any Applicable Law.

13. Limitation of Liability

- 13.1. 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.
- 13.2. The Service Provider or any of its employees or vendors shall not be liable to NSDC or any other person or entity for an amount of damages under this Agreement in excess of the amount of Consideration paid or payable for the applicable Services.
- 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 willful misconduct; or (ii) to any liability arising out of fraudulent conduct.

14. Use of Confidential Information

- 14.1. The Service Provider may be given access to Confidential Information from NSDC in order to perform its obligations under this agreement.

14.2. The Service Provider shall:

- a) use the Confidential Information of NSDC only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of NSDC) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by NSDC;
- b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Service Provider exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Service Provider in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Service Provider has assumed in this Agreement with respect to the Confidential Information;
- c) not, without the prior written consent of NSDC, disclose or otherwise make available NSDC's Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;

- d) not copy or reproduce in any manner whatsoever the Confidential Information of NSDC or any part thereof without the prior written consent of NSDC, except where required for its own internal use in accordance with this Agreement; and
- e) promptly upon the request of NSDC, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of NSDC, destroy and confirm in writing the destruction of the Confidential Information;

14.3. The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

15. Force Majeure

15.1. Neither Party shall be liable for any failure or delay in performance of any obligation, under this Agreement to the extent such failure or delay is due to a Force Majeure event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.

15.2. If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure event as a result of which that Party is prevented from performing its obligation for more than thirty (30) days due to such Force Majeure Event ("Aggrieved Party"), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure event so long as the Force Majeure event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified.

16. Governing Law, Dispute Resolution and Jurisdiction

16.1. Governing Law and Dispute Resolution: **This Agreement shall be governed by the laws of India.**

- a) In the event of any dispute, controversy or claim arising in any way out of or in connection with this Agreement (a "**Dispute**"), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussion. If the Dispute is not resolved through such amicable discussion within 30 (thirty) days of a notice of Dispute being given or such longer period as the Parties agree to in writing, then any Party may refer the dispute for final resolution by arbitration.
- b) Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The arbitration proceedings shall be held at New Delhi, India.
- c) The Parties to an arbitration shall keep the arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information submitted during arbitration, any documents submitted in connection with it, any oral submissions or testimony, transcripts or any award unless disclosure is required by law or is necessary for permissible court proceedings such as proceedings to recognise or enforce an award.

16.2. **Jurisdiction:** The Parties hereby agree that subject to the provisions of clause 16, courts in New Delhi shall have the exclusive jurisdiction to determine any disputes arising out of, or in relation to, the terms and conditions of this Agreement.

17. Miscellaneous

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

17.2. **Assignment:** This Agreement and the rights and obligations herein may not be assigned by the Service Provider without the written consent of NSDC.

17.3. **Amendments and Waivers:** This Agreement may be amended only with the written consent of both Parties. Any amendment or waiver effected in accordance with this Clause

shall be binding upon both Parties.

- 17.4. **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.
- 17.5. **No Partnership:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture or employer-employee between the Parties. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement shall be construed to have been entered on a principal-to-principal basis.
- 17.6. **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:

Address: 301, West Wing, World Mark – I,
Aerocity, New Delhi – 110037
Phone: 01147451600

To Service Provider:

[]

- 17.7. **Severability:** The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, 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.
- 17.8. **Survival:** The provisions of Clauses and such other provisions of this Agreement, which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.
- 17.9. **Counterparts:** This Agreement may be executed in two (2) counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

<p>For National Skill Development Corporation</p> <p>Sign: _____ Name: Title:</p>	<p>For <Name of Service Provider>[]</p> <p>Sign: _____ Name: Title:</p>
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SCHEDULE I SERVICES

SCHEDULE -II Payment Terms

Schedule -III-

Fraudulent or Corrupt Practices

18. Section 6. NSDC Policy –Corrupt and Fraudulent Practices

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

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

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

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

"Fraudulent Practice", mean following:

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

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

Schedule IV Key Employees 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 Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

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

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]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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.

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 Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract 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.) 60 days following the Completion date of the Contract including any warranty obligations³, and any demand for payment under it must be received by us at this office on or before that date.

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.