

**Request for Empanelment  
for  
Software Testing Companies**



**RFE/IT and Digital/2023/012**

**Department- IT and Digital**

**Important Dates:**

Date of commencement of RFE	04-April-2023
Pre bid meeting <a href="#">[Click Here to Join]</a>	12-April-2023 at 03:30 pm
Receipt of Queries by email to <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a>	12-April-2023 till 06:00 pm
Last Date and Time of Receipts of Technical Proposal	25-April-2023 till 06:00 pm
Place of Submission of Proposals	<a href="https://nsdc.eproc.in">https://nsdc.eproc.in</a>

## **General Provisions**

### **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 Bidder.
- b. “Applicable Law” means the laws and any other instruments having the force of law in India.
- c. “Client” means NSDC
- d. “Bidder” means a legally established professional Software Testing Companies or an entity that may provide or provides the Services to the Client under the Contract.
- e. “Contract” means a legally binding written agreement signed between the Client and the Bidder.
- f. “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.
- g. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-Bidder or Joint Venture member(s).
- h. “Government” means the government of India.
- i. “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.
- j. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Bidder 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.
- k. “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 Bidder’s proposal.
- l. “Non-Key Expert(s)” means an individual professional provided by the Bidder or its Sub-Bidder and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- m. “Proposal” means the Technical Proposal of the Bidder.
- n. “RFE” means the Request for Empanelment to be prepared by the Client for the selection of Bidders, based on the STA (Software Testing Agencies) - RFE.
- o. “Services” means the work to be performed by the Bidder pursuant to the Contract.
- p. “Sub-Bidder” means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Contract.
- q. “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 Bidder, and expected results and deliverables of the assignment.

## 1. Introduction

National Skill Development Corporation (NSDC) is a not-for-profit public limited company incorporated under section 25 of the Companies Act, 1956 (corresponding to section 8 of the Companies Act, 2013). NSDC was set up by Ministry of Finance as Public Private Partnership (PPP) model.

The Government of India through Ministry of Skill Development & Entrepreneurship (MSDE) holds 49% of the share capital of NSDC, while the private sector has the balance 51% of the share capital. To give impetus to the employment initiatives in the country, National Skill Development Corporation (NSDC) under the aegis of Ministry of Skill Development & Entrepreneurship (MSDE), Govt. of India has been organizing various skill development training and placement programs across the nation for providing suitable job/apprenticeship opportunities in private sector to the skilled/unskilled job seekers. With initiatives like PMKVY, the Government is ensuring employment opportunities in the country.

### Objective

*National Skill Development Corporation (NSDC), the client intends to select and empanel top class testing agencies who can provide their services for the testing of various software applications/ websites (both Web and Mobile based testing) for NSDC's running and upcoming projects i.e. Skill India Digital-(SID) platform (hereinafter called "Bidders").*

Bidder will be working on NSDC's projects and will be responsible to perform testing activities including both: -

- **Manual Testing**
- **Automated Testing**

**A. Manual testing:** - To check the quality of a new application without using automation tools or scripting, which shall include (not limited to): -

- a) Functional testing
- b) Systems integration testing
- c) Regression testing
- d) User acceptance and usability testing
- e) Volume and Stress testing
- f) Load testing
- g) Security testing
- h) API testing
- i) Migration testing
- j) QA process design
- k) Exploratory testing
- l) Continuous integration testing

**B. Automated Testing:** - To create the process of automating the testing of software applications and mobile apps using automation tools. Various automation testing procedures/ tools needed to be performed as per the project requirement such as: -

- (i) Capabilities of Automation testing tools
- (ii) AI powered Automation Tools
- (iii) Automated Web Testing Tools
- (iv) Ability to do automation on cross application testing
- (v) Web apps, Mobile apps, CRM, Enterprise Apps
- (vi) Web and Mobile Automation testing (Functional, performance)

Objective of this RFE is to empanel industry relevant experts in providing both manual and automated testing services to NSDC, this empanelment will be valid for Three Years. A Separate Terms of Reference (ToR) with detailed scope of work shall than be floated with the

available pool of shortlisted & empaneled agencies, after evaluating the response from empaneled agencies against the ToR work orders shall be awarded.

This RFE is intended to shortlist and make a pool of top-quality Testing Agencies who can efficiently handle and provide quality testing services throughout the development process. If the agency who receives work order through their response submitted against floated ToR and does not able to provide its services as per the expected outcomes, its services shall be discontinued, and a fresh work order shall be allotted to another empaneled agency from available list of empaneled agencies by following shortlisting procedures however NSDC at its sole discretion reserves the right to select/ reject any specific bidder at any stage of the bidding process.

## **2. Instructions for Bidders**

The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. The Client will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal.

Through this RFE, NSDC is looking forward to empanel top notch testing agencies who can provide following (not limited to) services: -

- a. Support in software testing in onsite and/or offshore model through staff augmentation/fixed capacity model.
- b. Creating Test strategy, test case designing and its expected results, including negative test scenarios
- c. Test case execution (Manual and Automation).
- d. Maintain proper documentation and Traceability in line with testing guidelines
- e. Test Planning - Design and develop the Testing Strategy, Test bed and Roadmap.
- f. Test Development & Execution - Create Test scenario, test data, Test procedure, Test Scripts & Test Cases preparation.
- g. Defect tracking reports, Defect management tool, Coordination of stakeholder both Development Team and monitoring Team
- h. Test reporting - Status reporting and Test metrics.
- i. Mobile Application Testing (Android/IOS)-UI/UX Testing
- j. Functional testing Simulate/Emulate app on devices/OS
- k. Performance/Stress/Load testing Exploratory testing
- l. Website/Web based Application Testing-UI/UX Testing
- m. Functional testing Simulate/Emulate app on devices/OS
- n. Performance/Stress/Load testing
- o. Test environment setup, deployment, and maintenance of the test environment (Devops)
- p. Workflow testing-Integration testing, Functional testing, UI testing, Performance/Load/Stress testing
- q. API Testing – API testing, Functional & Integration testing
- r. Automation Testing including Framework identification and preparation, Test Scripting, Test data preparation and execution
- s. Dashboards/MIS – Defect Tracker, Bugs, Error, Status of testing, Completion report
- t. Other in-house/supporting applications
- u. Help Augment the Testing Strategy and Roadmap
- v. Testing vendors need to identify business scenario to be tested and prepare test strategy document listing the resources to be deployed, the roles and responsibilities
- w. Suggest suitable benchmarks in line with Best Practices to measure and improve testing productivity

The information contained in this document or information provided subsequently to Bidder(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 Bidder(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as —Bidder or —Bidders respectively). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals.

This document does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this document.

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.

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

- (i) The Bidder is required to provide professional, objective, and impartial services, 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.
- (ii) The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by NSDC.
- (iii) Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:
  - a) **Conflicting activities:** Conflict between consulting/ development 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 / development 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.
  - b) **Conflicting assignments Conflict among consulting assignments:** a Bidder (including its Experts and Sub-Bidders) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.
  - c) **Conflicting relationships Relationship with the Client's staff:** a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of 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.

- (iv) **Corrupt and Fraudulent Practices:** The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Annexure 3. In further pursuance of this policy, Bidders shall permit and shall cause their agents, Experts, Sub-Bidders, sub-contractors, services providers, or suppliers to permit 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.

#### 4. Pre-Qualification Eligibility Criteria

Only those Bidders who qualify the eligibility criteria will be eligible to be evaluated in technical bid:

SN	Criteria	Description	Document to be submitted
1	Registration Status	The bidder shall be any ONE of the following with their registered office in India for the last five financial years (up to 31 <sup>st</sup> March 2023): A company incorporated in India under the Companies Act, 1956 or Companies Act 2013 (as amended till date), and subsequent amendments thereto An entity registered under LLP Act 2008 and subsequent amendments thereto. Partnership firms registered under Indian Partnership Act, 1932 Registered Co-operative societies under Societies Registration Act (1860)	Certificate of Incorporation/Registration Copies of Articles of Association (in case of company) OR Partnership deed (in case of partnership firm) OR Self-Certificate in Letter Head in case of Proprietorship along with GSTIN certificate OR Bye laws and certificate of registration (in case of registered co-operative societies)
2	PAN and GSTIN	The bidder must have a registration number for GST (Goods and Services Tax) and hold a valid PAN.	Bidder must provide a copy of the following in the name of the bidding company: PAN card GSTIN
3	Net Worth	The bidder should have positive net worth in any Two out of past four Financial Years i.e., 2018-19, 2019-20, 2020-21 and 2021-22. Net-Worth of any parent, subsidiary, associated or other related entity shall not be considered.	Certificate from a registered CA.
4	Net Profit	The bidder should have made net profit in any three out of past four Financial Years i.e., 2018-19, 2019-20, 2020-21 and 2021-22 Net-profit of any parent, subsidiary, associated or other related entity shall not be considered.	Certificate from a registered CA.
5	Blacklisting	The bidder, as on the date of bid submission, has not been blacklisted or	An undertaking (self-certification on company's letterhead) is to be

SN	Criteria	Description	Document to be submitted
		debarred in the last three years and is not under blacklisting period/active debarred list by NSDC or any of the Central or State Government Organization/Public Sector Undertaking/Autonomous Body etc.	submitted, as per format provided as per Annexure- 6.
6	Resources	The bidder should have at least 50 resources on company payroll during the last one year.	Certificate from the Bidder's HR head and signed by authorized signatory of the Company/CA/CS.
7	Turnover	The bidder should have average annual turnover of Rs. 100 Crore in the last 4 financial years i.e., 2018-19, 2019-20, 2020-21 and 2021-22	Certificate from a registered CA.
8	Work Experience	The bidder should have prior experience in providing Testing / Quality analysis services to agency for the implementation of similar project and providing its services as a Testing agency with at least 20 resources for a single project (Both Manual & Automated) during any of the past 4 (four) financial years i.e., 2018-19, 2019-20, 2020-21 and 2021-22.	Copy of: Work Order/ LOI/ Purchase Order/ Contract indicating project value Completion/ Ongoing project Certificate from client If required, the TEC may ask for Self-Certified List of GST invoice(s) raised for the project indicating Invoice No., Date and amount.

**Note: - Submission of all the valid/legal documents in context to above table is mandatory Only those Bidders whose proposals meet all the eligibility criteria and responsive to RFE, will be shortlisted for evaluation.**

#### 5. Duration of Assignment

The empanelment with the selected agency will be for 3 years from LOI/ start of agreement. However, the quality of service provided by the Bidder and the performance of the Bidder shall be reviewed continuously and in case the performance is found unsatisfactory, the Bidder's contract / empanelment can be terminated at NSDC's discretion. If the performance is found satisfactory then, contract may be extended for further 2 years. In case, there is a requirement for more Bidders for any reason, NSDC may procure services from more Bidders for similar purpose and may keep this RFE open for further participation.

#### 6. Preparation of Proposals

- (i) **General Considerations:** In preparing the Proposal, the Bidder is expected to examine the RFE in detail. Material deficiencies in providing the information requested in the RFE may result in rejection of the Proposal.
- (ii) **Cost of Preparation of Proposal:** The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the Bidder.
- (iii) **Language:** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in "English".
- (iv) **Documents Comprising the Technical Proposal:** The Proposal shall comprise the documents and forms listed in Annexure 1, 1A, 1B, 1C, 1D, and 1E.

- (v) **Only One Proposal:** The Bidder shall submit only one Proposal. If a Bidder, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
- (vi) **Proposal Validity:** Bidder's Proposal must remain valid up to 180 days after the Proposal submission deadline. During this period, the Bidder shall maintain its original Proposal without any change, including their availability. If it is established that any Bidder was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
  - a. **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.
  - b. 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.
- (vii) **Sub-Contracting:** The Bidder cannot subcontract some or whole of the Services being part of this RFE or any ToR floated to empaneled agencies selected through this RFE.
- (viii) **Clarification and Amendment of RFE:** The Bidder may request a clarification of any part of the RFE till the date mentioned in the RFE document. Any request for clarification must be sent in writing, by email to the Client's email address: [procurement@nsdcindia.org](mailto: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 Bidders. Should the Client deem it necessary to amend the RFE because of a clarification, it shall do so following the procedure described below:
  - 1. At any time before the proposal submission deadline, the Client may amend the RFE by issuing an amendment in writing or by standard electronic means. The amendment shall be shared with the Bidders.
  - 2. If the amendment is substantial, or there is technical issue in submission of bids, the Client may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.
  - 3. The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.
- (ix) **Technical Proposal:**
  - 1. The Technical Proposal shall be prepared using the format provided in Annexure 1, 1 A, 1 B, 1 C, 1 D and 1 E of the RFE
  - 2. Only those proposals which qualify on all parameters of Eligibility criteria in point 4 above will be considered for evaluation.
  - 3. The Bidder is responsible for meeting all tax liabilities arising out of the Contract.

## 7. Submission, Opening and Evaluation

### 1. Submission of Proposals:

- 1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure 1. The Bidder shall submit Technical proposal only on eProcurement Portal <https://nsdc.eproc.in/ProductNSDC /publicDash> as per process mentioned in Annexures.
- 2. An authorized representative of the Bidder 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.
- 3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

### 2. Confidentiality:

From the time the Proposals are opened to the time the contract is awarded, the



Bidder should not contact the Client on any matter related to its Technical Proposal.

1. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the selection.
  2. Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.
  3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of selection, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
  4. This document is meant for the specific use by the Bidders interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. NSDC expects the Bidder or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders shall be held responsible for any misuse of information contained in the document if such a circumstance is brought to the notice of NSDC. By downloading the document, the interested party is subject to confidentiality clauses.
- 3. Opening of Technical Proposals:** The Client's evaluation committee shall conduct the opening of the Technical Proposals.
- 4. Evaluation of Technical Proposals:** The Client's evaluation committee shall evaluate the Technical Proposals first based on their responsiveness to the RFE and applying the eligibility criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFE or if it fails to meet the eligibility.

### 3. Technical Evaluation Criteria

#	Parameters	Max. Score	Document to be provided
1	<p><b>Proof of similar work carried out in the past (Refer - Annexure 4 – Skill India Digital)</b></p> <p>Projects for providing similar services that have either been completed or are ongoing in the last 4 FYs with at least 20 resources per project (i.e., 2018-2022 where similar type of scope have been delivered. The details should cover nature of work, client details, a brief of the objective, scope, and impact of assignments.</p> <p>Marking:</p> <p>1) 1 Project - 5 Marks</p> <p>2) 2 Projects - 10 marks</p> <p>3) 3 or more Projects – 15 Marks</p>	15 Marks	Copies of Work Order/Agreement/Completion Certificate specifying the scope of work and the contract value
2	<p><b>Tools &amp; Methodology used on any project:</b></p> <p>Marking:</p> <p>1) Agile and DevOps-3 Marks</p> <p>2) Web Testing Automation-2 Marks</p> <p>3) API and Service Test Automation-3 Marks</p> <p>4) Artificial Intelligence powered automation tools-5 Marks</p> <p>5) Mobile Test Automation-2 Marks</p> <p>6) Test Environments and Data Integration of Tools and Activities-5 Marks</p>	20 Marks	Copies of Work Order/Agreement/Completion Certificate specifying the scope of work and the contract value
3	<p><b>Load Performance Test Capability</b></p> <p>Projects in which any of the scalability testing software/ tools for performance or QA testing were used for at least 1000 concurrent users.</p> <p>Marking: -</p> <p>1) 1 Project – 5 Marks</p> <p>2) 2 Projects – 10 Marks</p>	10 Marks	Copies of Work Order/Agreement/Completion Certificate specifying the scope of work and the contract value
4	<p>Must Have Practiced Quality Assurance Techniques &amp; Methodology on distinct projects.</p> <p>Marking: -</p> <p>1) 1 Project - 5 Marks</p> <p>2) 2 Project- 10 Marks</p>	10 Marks	Copies of Work Order/Agreement/Completion Certificate specifying the scope of work and the contract value
5	<p><b>Understanding of requirements, Approach and Methodology.</b></p> <p>Marking: -</p> <p>1) Understanding of the scope - 5 Marks</p> <p>2) Approach Methodology &amp; Project Implementation Plan - 5 Marks</p> <p>3) Case Study:</p> <p>One similar case study - 5 marks</p> <p>Two similar case studies - 10 Marks</p>	20 Marks	Technical Proposal comprising detailed understanding and approach in maximum of 3 pages A4 size (Font - 11 Calibri) and Presentation for the TEC

#	Parameters	Max. Score	Document to be provided
6	<b>Quality Certifications</b> <b>Anyone:</b> ISO/IEC – 25000:2005 or allied certification in software testing / quality assurance / Software Quality Requirement and Evaluation (SQuaRE) – 10 Marks (or) CMMI Level-3 or higher - 5 Marks	15 Marks	Relevant certificates by authorized institution/ Details of Recognition or awards.
7	Should have developed at least 1 software testing framework of their own: 1 Quality Framework – 5 Marks 2 Quality Framework – 10 Marks	10 Marks	Should demonstrate the same in the technical presentation as well as a self-declaration certificate to be provided with the sign and stamp of authorized signatory

**Minimum Qualifying marks will be 70.** Proposal obtaining 70 or more marks in technical evaluation will be qualified for empanelment through this RFE.

#### **4. Empanelment**

##### **i. Signing of Contract**

- 1) Empanelment will be initially for a period of 3(three) years, extendable for next two year solely at the discretion of NSDC on same terms and conditions or additional mutually agreeable conditions. In the event of any exigency, the empanelment period may be extended further for a further period as approved by the NSDC management.
- 2) The incidental expenses of execution of agreement/contract shall be borne by the empanelment vendor.
- 3) The Empaneled vendor should provide an escalation matrix for problem resolution to the NSDC by providing the Names, Designations, Contact Number(s) and Email ID's of the persons to be contacted. The Empaneled vendor should also provide website URL for such purpose.
- 4) On written communication from NSDC for having qualified for empanelment the bidder shall sign the contract (letter of empanelment) within 7 days of such communication. Failing which the offer shall be treated as withdrawn and execution of Bid Securing Declaration.
- 5) In the event, an Empaneled Company or the concerned division of the Company is taken over/bought over by another company, all the obligations and execution responsibilities under the agreement with NSDC, should be passed on for compliance by the new company in the negotiation for their transfer.
- 6) In case empaneled Agency intends to sell its business to any other organization then they will be required to inform to NSDC in advance and NSDC if deemed fit, can cancel the empanelment of the empaneled Agency.
- 7) During the empanelment, NSDC may ask the vendor to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- 8) The vendor should not assign or sublet the empanelment or any part of it to any other vendor in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees.
- 9) NSDC may, at any time, terminate the empanelment by giving written notice to the empaneled

vendor without any compensation, if the empaneled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NSDC.

- 10) Reasons for rejecting a tender/bid will be disclosed to a bidder only where enquiries are made.
- 11) NSDC may verify the CA certificate along with required supporting documents submitted as part of bid by the bidder 'as and when required' during bid evaluation or/and the course of empanelment

ii. Security Deposit for Empanelment

- 1) The selected bidder(s) will submit the interest free security deposit of INR 10,00,000 Rupees Ten Lakh only in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form for the duration of the empanelment plus 3 months or extended period if any (with 3 months add on period), in favor of NSDC, New Delhi.
- 2) Empaneled agencies shall be required to submit Security Deposit within 14 days of issuance of Empanelment letters by NSDC.
- 3) The Security Deposit should remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the supplier i.e. (Empanelment/Extension duration).
- 4) In the event wherein the Empanelment is extended by NSDC beyond 3(three) years, the selected agency shall ensure submission of a fresh Security Deposit within 14 days of issuance of letter for extension of Empanelment by NSDC or may extend the validity of Security Deposit submitted at the time of original empanelment.
- 5) The Validity of this Security Deposit shall also be for an additional period of 90 (Ninety) days beyond the period of extension of Empanelment.
- 6) The security deposit will be released without any accrued interest after the empanelment or execution of all pending WOs whichever is later.
- 7) NSDC will have the right to forfeit the security deposit if the empaneled agency fails to meet the terms and conditions of the tender document or perform any other obligation under the contract, fails to execute the work orders issued by NSDC.
- 8) Apart from this NSDC also reserves the right to cancel the empanelment of the selected agency in case of repeated default.

## 5. Placements of Work Orders and floating of ToR for empaneled agencies

- 1) This tender is for empanelment of multiple vendors; however to give work orders to agencies NSDC will roll out ToR as and when a new requirement is identified with all the empaneled vendor empaneled through this RFE and will ask for submission of technical and commercial proposal, the selection methodology followed will be QCBS (90:10 or 80:20 or 70:30 or 60:40) depending on the criticality of the project.
- 2) After empanelment, issuance of Work Order will be at the sole discretion of NSDC.
- 3) Work Order(s) may encompass the complete scope of work or may require few services. Depending on the requirement, work orders may be placed to anyone of the empaneled vendor; more than one depending on the project requirement or the Terms of Reference (TOR) may be given to more than one empaneled vendor for their proposals for the specific scope of work using the QCBS.
- 4) NSDC may place the work orders to the empaneled vendors for its own requirement. Work may be awarded based on one of the modes (T&M or FPP or HDM) as described below:
  1. **Time & Material (T&M):** This model is based on resources deployment on man-days/months based on scope of work along with any other cost for materials used like sitting charges, development tools etc. This model is flexibility and provide opportunity to cope up with the changing requirements, shift milestones, etc. It is generally used in projects with dynamic requirements where project scope is not yet fully known. In this model, a vendor is short-listed as per the selection criteria defined in TOR. The vendor is evaluated (among empaneled vendors) primarily on the basis of vendors experience in handling similar projects having sufficient resources to be deployed, resource interaction, etc. The payments may be released as per agreed terms in TOR.
    1. Under this empanelment, other than manpower, any material (if required) may be channelized through other mode(s) of procurement(s).
  2. **Fixed Price Project (FPP):** This model may be used in the scenario where the requirements are clear with defined milestones/deadlines with a limited/fixed budget. It may be an effective choice when requirements, specifications, and rates are highly predictable, i.e., where users are able to share their clear vision of the software application.
    1. In this case, a TOR (having Scope of work, milestones, etc) may be floated among the empaneled vendors and a vendor may be identified based on selection criteria defined in TOR. The selected vendor will be responsible for completion of the project with the agreed terms and conditions as defined in the TOR. Change requests may be taken care either in TOR or asking for revised proposals.
  3. **Hybrid Delivery Mode (HDM):** The dynamic delivery model is a kind of **hybrid** of Fixed Price and T&M models with estimated fixed price and milestone-based deliveries. In this model, the software project is divided into small assignments to be measured in terms of **Function Points (FPs)** as per ISO/IEC 14143-1:2007 (<https://www.iso.org>) to be developed in agile mode and delivered in limited timeframe. In this case, an estimated cost/effort may be worked out along with function points to be delivered.
    1. C1: Function points: - In this model, the project is divided into small assignments to be measured in terms of Function Points (FPs) to be developed in agile mode and delivered in limited timeframe. This model provides flexibility as in case of T&M and deliverables as in fixed price model. It may be used for short/long term projects with dynamic requirements where project milestones known with evolving requirements.
    2. C2: Milestone: - In this case, an estimated cost/effort may be worked out based on man-month required for each milestone/deliverable. A vendor may be short-listed

based on selection criteria as defined in the TOR on empanelled man-month rates. The vendor is accountable for completing the project within the timelines agreed upon. The payments may be released based on actual man-month deployed in each milestone or as agreed upon TOR.

- 5) The vendors need to submit the financial proposal in a sealed envelope to NSDC.
- 6) Each participating vendor will give the presentation to the TEC, and committee will award marks out of 100 on the technical presentation to each respective vendor. All the vendors who have scored more than minimum technical qualification marks in the technical presentation will be eligible for financial bid opening.
- 7) After the technical evaluation is completed and approved by the Committee, the Client shall notify those Bidders whose Proposals were considered non-responsive to the TOR or did not meet the minimum qualifying criteria and/or min technical score (and shall provide information relating to the Bidder's overall technical score) that their proposal cannot be considered further and their Financial Proposals will remain unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Bidders whose technical proposals achieved minimum score and request for password for opening of financial proposal. Incomplete proposal will be rejected.
- 8) The Financial Proposals shall be opened of those Bidders whose proposals have passed the minimum technical score. The Financial Proposals will then be inspected to confirm that they are as per the terms of ToR. These Financial Proposals shall be then opened, and the total prices recorded.
- 9) NSDC may use e-Auction process for financial opening for this Procurement.
  1. 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.
    - a) Please note that in both E-Auction and without E-Auction process LCS/QCBS Method (60 or 70 or 80 or 90% weightage to Technical Score and 40 or 30 or 20 or 10 % weightage to financial) shall be used.
    - b) In case the NSDC is looking forward to hire resources from various agencies, NSDC can initiate e-auction process through which NSDC have the right to pick the resources with the lowest quotation who is matching the minimum technical qualification as well, This will be defined in each of the ToR.
  2. Method of selection:  
LCS /Quality- and Cost-Based Selection (QCBS)
    - a) 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:
    - b)  $Sf = 100 \times Fm / F$ , in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.
    - c) The weights given to the Technical (T) and Financial (P) Proposals are:
      - T = 60 or 70 or 80 or 90%, and
      - P = 40 or 30 or 20 or 10%
    - d) 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:

$$S = S_t \times T\% + S_f \times P\%.$$

- e) The Bidder achieving the highest combined technical and financial score will be invited for negotiations. In case more than one Bidder has same score, further negotiations with those Bidders will be undertaken or work may be awarded to multiple Bidders.
- 3. Negotiations and Award
  - a) Bidder obtaining Highest Combined score will be called for negotiation.
  - b) If negotiation is successful, Bidder will be eligible for award of work. If not, then next ranked Bidder will be approached.
  - c) The Bidder eligible for award of work will be issued an agreement and will be requested for their review and signatures.
  - d) In case Bidder does not agree on terms of contract, next ranked Bidder will be approached.
  - e) The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Bidder's authorized representative.
- 10) NSDC reserves the right to award work to one or more Bidders for any specific assignment and the number will depend on requirement.
- 11) During the assignment, if requirement arises, more agencies can be included.
- 12) The decision of NSDC will be final and binding upon all Bidders.

## 6. Annexures

### 11.1 Annexure 1

#### (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:

1. 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.
2. Our Proposal shall be valid and remain binding upon us for the period of 180 days after the last date of submission.
3. We confirm our understanding of our obligation to abide by the NSDC’s policy regarding corrupt and fraudulent practices as per Annexure 3.
4. We, along with any of our sub-Bidders, subcontractors, suppliers, or service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
5. 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
6. 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 Bidder: \_\_\_\_

Address: \_\_\_\_

Contact information (phone and e-mail): \_\_\_\_



### 11.2 Annexure 1 A

Checklist for Pre-Qualification, to be submitted with technical proposal

A single document to be provided highlighting relevant information in the document

#	Criteria	Description	Document to be submitted	Compliant (Yes / No)	From Page No.	To Page No.
1	Registration Status	The bidder shall be any ONE of the following with their registered office in India for the last three financial years: A company incorporated in India under the Companies Act, 1956 or Companies Act 2013 (as amended till date), and subsequent amendments thereto An entity registered under LLP Act 2008 and subsequent amendments thereto. Partnership firms registered under Indian Partnership Act, 1932 Registered Co-operative societies under Societies Registration Act (1860)	Certificate of Incorporation/ Registration Copies of Articles of Association (in case of company) OR Partnership deed (in case of partnership firm) OR Self-Certificate in Letter Head in case of Proprietorship along with GSTIN certificate OR Bye laws and certificate of registration (in case of registered co-operative societies)			
2	PAN and GSTIN	The bidder must have a registration number for GST (Goods and Services Tax) and hold a valid PAN.	Bidder must provide a copy of the following in the name of the bidding company: PAN card GSTIN			
3	Net Worth	The bidder should have positive net worth in any Two out of past four Financial Years i.e., 2018-19, 2019-20, 2020-21 and 2021-22. Net-Worth of any parent, subsidiary, associated or other related entity shall not be considered.	Certificate from a registered CA.			
4	Net Profit	The bidder should have made net profit in any three out of past four Financial Years i.e., 2018-	Certificate from a registered CA.			

#	Criteria	Description	Document to be submitted	Compliant (Yes / No)	From Page No.	To Page No.
		19, 2019-20, 2020-21 and 2021-22 Net-profit of any parent, subsidiary, associated or other related entity shall not be considered.				
5	Blacklisting	The bidder, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period/active debarred list by NSDC or any of the Central or State Government Organization/Public Sector Undertaking/Autonomous Body etc.	An undertaking (self-certification on company's letterhead) is to be submitted, as per format provided as per Annexure-6.			
6	Resources	The bidder should have at least 50 resources on company payroll during the last one year.	Certificate from the Bidder's HR head and signed by authorized signatory of the Company/CA/CS.			
7	Turnover	The bidder should have average annual turnover of Rs. 100 Crore in the last 4 financial years i.e., 2018-19, 2019-20, 2020-21 and 2021-22	Certificate from a registered CA.			
8	Work Experience	The bidder should have prior experience in providing Testing / Quality analysis services to agency for the implementation of similar project and providing its services as a Testing agency with at least 30 resources for a single project (Both Manual & Automated) during any of the past 4 (four) financial years i.e., 2018-19, 2019-20, 2020-21 and 2021-22.	Copy of: Work Order/ LOI/ Purchase Order/ Contract indicating project value Completion/ Ongoing project Certificate from client If required, the TEC may ask for Self-Certified List of GST invoice(s) raised for the project indicating			

#	Criteria	Description	Document to be submitted	Compliant (Yes / No)	From Page No.	To Page No.
			Invoice No., Date and amount.			

**11.3 Annexure 1 B**  
**I. General Information**

<b>SN</b>	<b>Particulars</b>	<b>Details (Enclose supporting documents, wherever required)</b>
a.	Name of the Bidder	
b.	Registered Address	
c.	Concerned person's Name and Designation	
d.	Mobile no	
e.	Email ID	

**11.4 Annexure 1 C**  
**II. Information as per eligibility criteria, clause 6 (Please use MS excel to provide details of this table below)**

<b>SN</b>	<b>Particulars</b>	<b>Details (Enclose supporting documents, wherever required as per)</b>
a)	Bidder's Date of Incorporation/ Registration	
b)	Annual Turnover	

**11.5 Annexure 1 D**  
**Form Tech 2- Bidder's Experience**

**III. Information as per eligibility criteria (clause 5) and technical evaluation criteria (Clause 26)**  
**(Please use MS excel to provide details of this table below)**

Year	SN	Name of Client	Name of Project	Project Duration	Project Value in INR	Brief of Services Provided	Countries/ regions covered	Client contact details for reference
	a.							
	b.							
	c.							
	d.							
	e.							

*Add more rows if required.*

### 11.6 Annexure 1 E

#### IV. Information as per technical evaluation criteria.

A single document to be provided highlighting relevant information in the document

#	Parameters	Max. Score	Document to be provided	Compliance (Yes / No)	From Page No.	To Page No.
1	<p><b>Proof of similar work carried out in the past (Refer - Annexure 4 – Skill India Digital)</b></p> <p>Projects for providing similar services that have either been completed or are ongoing in the last 4 FYs with at least 20 resources per project (i.e., 2018-2022 where similar type of scope have been delivered.</p> <p>The details should cover nature of work, client details, a brief of the objective, scope, and impact of assignments.</p> <p>Marking:</p> <p>1) 1 Project - 5 Marks</p> <p>2) 2 Projects - 10 marks</p> <p>3) 3 or more Projects – 15 Marks</p>	15 Marks	Copies of Work Order/Agreement/Completion Certificate specifying the scope of work and the contract value			
2	<p><b>Tools &amp; Methodology used on any project:</b></p> <p>Marking:</p> <p>1) Agile and DevOps-3 Marks</p>	20 Marks	Copies of Work Order/Agreement/Completion Certificate specifying the scope of work and the contract value			

#	Parameters	Max. Score	Document to be provided	Compliance (Yes / No)	From Page No.	To Page No.
	2) Web Testing Automation-2 Marks 3) API and Service Test Automation-3 Marks 4) Artificial Intelligence powered automation tools-5 Marks 5) Mobile Test Automation-2 Marks 6) Test Environments and Data Integration of Tools and Activities-5 Marks					
3	<b>Load Performance Test Capability</b> Projects in which any of the scalability testing software/ tools for performance or QA testing were used for at least 1000 concurrent users. Marking: - 1) 1 Project – 5 Marks 2) 2 Projects – 10 Marks	10 Marks	Copies of Work Order/Agreement/Completion Certificate specifying the scope of work and the contract value			
4	<b>Must Have Practiced Quality Assurance Techniques &amp; Methodology on distinct projects.</b> Marking: - 1) 1 Project - 5 Marks	10 Marks	Copies of Work Order/Agreement/Completion Certificate specifying the scope of work and the contract value			

#	Parameters	Max. Score	Document to be provided	Compliance (Yes / No)	From Page No.	To Page No.
	2) 2 Project- 10 Marks					
5	<b>Understanding of requirements, Approach and Methodology.</b> Marking: - 1) Understanding of the scope - 5 Marks 2) Approach Methodology & Project Implementation Plan - 5 Marks 3) Case Study: One similar case study - 5 marks Two similar case studies - 10 Marks	20 Marks	Technical Proposal comprising detailed understanding and approach in maximum of 3 pages A4 size (Font - 11 Calibri) and Presentation for the TEC			
6	<b>Quality Certifications Anyone:</b> ISO/IEC – 25000:2005 or allied certification in software testing / quality assurance / Software Quality Requirement and Evaluation (SQuaRE) – 10 Marks (or) CMMI Level-3 or higher - 5 Marks	15 Marks	Relevant certificates by authorized institution/ Details of Recognition or awards.			
7	Should have developed at least 1 software testing framework of their own: 1 Quality Framework – 5 Marks 2 Quality Framework – 10 Marks	10 Marks	Should demonstrate the same in the technical presentation as well as a self-declaration certificate to be provided with the sign and stamp of authorized signatory			



## 11.7 Annexure 2

### **DEFINITIONS:**

- a. 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.
- b. 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:**

- 1 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](http://www.cca.gov.in)
- 2 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](mailto:vikas.kumar@c1india.com).
- 3 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>)
- 4 System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- 5 For helpdesk, please contact Help Desk Nos. +91-124-4302033 / 36 / 37
- 6 Participant are requested to email their issues to helpdesk at [nsdcsupport@c1india.com](mailto:nsdcsupport@c1india.com). This will help serving the participant better
- 7 The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- 8 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.
- 9 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.

## 11.8 Annexure 3

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

- Proposal for award may be rejected, if it determines that the Bidder, recommended for award, and/or its employees, sub-contractors, sub-Bidder, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/Bidder and/or its employees, subcontractors/sub-Bidders, sub-vendors, agents for getting the Contract or during the execution of a Contract.
- 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 levels.

## **11.9 Annexure 4 – Skill India Digital**

### **1. Background**

The Skill India Mission was launched by the Government of India in 2015 with the aim of providing skill development training to the country's youth to make them employable and self-reliant. The Skill India Mission has been successful in providing skill development training to a large number of people, creating job opportunities, attracting industry participation, leveraging digital infrastructure, and gaining recognition from international organizations. It has created institutional capacities for planning, regulating and monitoring and skilling which has primarily been backed by government sponsored schemes across various central ministries and state governments. An ecosystem has been created for sector skill councils, training partners, trainers, assessors, assessment agencies, awarding bodies, etc. so that they can play their part in serving the trainees and the employers. However, there is still a long way to go in terms of achieving the mission's goals, and continuous efforts are needed to ensure its

sustained success. The below are key challenges that impede the Skill India Mission from achieving its vision, desired impact, and rate of scaling up.

1. **Information Asymmetry** – Both education and skilling ecosystems face the challenges of not having access to accurate information. This hampers decision and policy making. Information asymmetry is particularly high among the citizens from the marginalized communities (women, SCs, STs, minorities, PwDs and economically weaker sections). Their ability to take advantage of the opportunities available in the evolving economic scenario is significantly reduced. Lack of an integrated platform, offering accurate information in an easy-to-use form has been identified as one of the bottlenecks for enabling informed decision making by both users and policy makers.
2. **Discoverability**- The current education and skilling ecosystem does not provide a one-stop solution for students to make informed choices of learning and career options. Even services such as identifying relevant skilling opportunities near the user are not available consistently or easily through the country. There is a lack of interoperability to enable a consolidated search of skilling and employment opportunities. This leads to data privacy concerns due to challenges in integrated and well-defined data sharing policy. It also results in redundancy of resources due to data duplicity and data inconsistencies.
3. **Portability**- At present, there's no provision in the ecosystem which allows seamless data portability among different application, programs, computing environments or cloud services. It which makes it possible for stakeholders to migrate data and applications between or among cloud service providers (CSPs). It will help the users know that their data is current and consistent, without having to modify the content on each service's site.
4. **Digitally Verified Credentials** - Existing ecosystems are unable to issue digital credentials to various stakeholders which are simple, easy to manage and verify. Verifying qualifications is a difficult and time-consuming process. Paper certificates are easy to misplace or become damaged over time. Often, training providers, educational institutions, employers need to rely on the candidate to provide proof of their achievement. Digital certificates and badges simplify the process by offering one-click verification, time saving and being nearly impossible to fake.
5. **Creditworthiness** – Due to absence of verified credentials such as proof of work, proof of skill and proof of reputation, sometimes, individuals/organizations fail to access or explore financial resources available. Financial aid is designed to increase access to skill training opportunities along with educational opportunities at all socioeconomic levels.
6. **Cost of Trust Verification** – Significant cost incurred in verifying trust between skill seekers and training providers, between employers and skilled job seekers, among other stakeholders. The market grapples with fraudulence and impersonation with gaps in concrete data and limited training on program / policy requirements to avail services. On the government front, multiple window clearance is required for using and validating skilling and employment data.
7. **Supply Side Challenges** – Skilling and education face serious supply side challenges such as teacher/trainer training, adequacy of teachers/trainers deployed, equipment and laboratories available, quality of instruction, learning content, curriculum etc. These supply side gaps limit our abilities to respond to the evolving demand for skilled workforce, and hence our ability to make our citizens employable and market ready.
8. **Mobility between Education and Skilling Ecosystem** - Opportunities to transition between formal education and the vocational education system are limited in number and not popular. Both the systems have evolved into a supply led system that work in isolation with limited flexibility to align offerings as per the requirement of employers.

The adoption of digital solutions in the skilling sector has been incremental. The skilling sector is poised to gain from the advancements and learnings of various successful Digital India initiatives. A digitally enabled skills transformation strategy – ‘Skill India Digital’ is the need of the hour to orchestrate the ecosystem and set it on an accelerated path of effective delivery. ‘Skill India Digital’ will be the platform for every citizen.

9. **Budget Announcements**

Budget 2022-23 announced the launch of Digital Ecosystem for Skilling and Livelihood – the DESH-Stack e-portal (now renamed as Skill India Digital) to Skill, Reskill or Upskill citizens through online training; API-based trusted skill credentials, payment and discovery layers for jobs and entrepreneurial opportunities.

Furthermore, Budget 2023-2024 has announced the launch of Skill India Digital - a unified platform for enabling demand-based formal skilling, linking with employers including MSMEs, and facilitating access to entrepreneurship schemes

#### 10. **What is Skill India Digital**

Skill India Digital is a one-stop platform that integrates skilling, education, employment, and entrepreneurship ecosystems to provide a life-long array of services targeting a wide range of beneficiaries including Learners, Sector Skill Councils, Knowledge Providers, Content Partners, Training Partners, Employers, Skill Centres, Trainers, Assessors, Assessment Agencies, Recognition Bodies and Financial Institutions.

SID will be a student centric platform, which ensures students are at the centre of all the services available at the platform. SID will allow the students to search and explore the available skilling – re-skilling/ multi-skilling/ upskilling opportunities based on the interest and preference (Sectors, Job roles, modes of training, course fees, course duration, location, etc). It will also allow students to explore various employment, apprenticeship and entrepreneurship opportunities posted by verified employers on portals of the other ministries. Interested students would be able to explore services like financial loan and scholarship assistance for educational aspirations through the assisted platform. This in turn would enhance the skill set of the students in-line with the changing demands of the market. This platform will also enable students to connect with Digital Universities and Skill India International Opportunities.

SID is location agnostic and attempts to provide last mile skilling across sectors irrespective of education level. SID targets different skill-training requirements, employment needs, entrepreneurship assistance and marketplace assimilation of various socio-economic groups synonymous to India's diverse populace.

It provides a seamless experience for users by integrating various components of the skilling, education, employment, and entrepreneurship ecosystem into a single platform. By doing so, it seeks to make the skilling, education, employment, and entrepreneurship processes more efficient, accessible, and inclusive. It is also the proposed platform for the delivery of all government skilling schemes to beneficiaries. By acting as a single conduit, SID aims to streamline the process of delivering entitlements and simplify access to government programs for the beneficiaries.

#### 11. **Product Technology**

The Skill India Digital (SID) platform is based on microservice based architecture to ensure robustness, security, and Inter-operability of SID platform. The SID architecture is divided into multiple layers viz; Data layer, User interface (UI) layer, Middleware layer, and Node layer etc. Node-based service is being used to establish a communication between layers, so as to ensure all the data required for the UI layer is constructed at node layer which in turn the data from middleware. This way a secured data flow will be established between client and server. Use of emerging technologies are being explored in the SID platform for eg: Artificial Intelligence/ Machine Learning (AI/ML) to provide an enhanced recommendation services to all the SID users for education, skilling, reskilling, upskilling, lifelong learning. Natural Language Processing (NLP) is being used for more intuitive conversation engine in SID. Use of Augmented Reality (AR), Virtual Reality (VR), Extended Reality (XR), Multimedia learning to provide digital learning experience for SID users.

The technology specs of SID are mentioned in below table

Particulars	Technology Stack (Open Source)
Web & Mobile Management	Node.js, React Native, AngularJS
Middleware	Kafka, PostgreSQL, Springboot, Elastic search

## **12. Few of the salient features of Skill India Digital**

### **1. National Database for matching demand and supply of skilled workforce**

SID will efficiently match the demand and supply of skilled workforce, ensuring that there is no shortage of skilled workers in critical areas. This will be achieved by leveraging data analytics and AI-based algorithms that analyze the demand and supply of skills across various industries and regions and match them with the relevant candidates.

It will provide transparent and accessible information to job seekers, employers, and training providers, enabling them to make informed decisions about the skills and qualifications required for various job roles. This will ensure that job seekers are aware of the skills required for various job roles, and employers are aware of the skills and qualifications possessed by potential candidates.

This national database will provide real-time insights into the supply and demand of skills, enabling policymakers and training providers to make informed decisions about the type and quality of training programs required to meet the demands of the labour market. This will help in avoiding skill shortages and ensuring that there is an adequate supply of skilled workers across various industries.

### **2. Continuous Learning**

In today's rapidly changing world, the ability to adapt and learn quickly is more important than ever. SID will give access to continuous learning to keep pace with changing industry trends and technologies, acquire new skills, and remain competitive in the job market. Continuous learning will also contribute to personal growth by exposing individuals to new ideas, perspectives, and experiences. It will help individuals to develop critical thinking, problem-solving, and communication skills, which are valuable in both personal and professional settings. By embracing lifelong learning, individuals can continue to grow and develop throughout their lives.

### **3. SID's Artificial Intelligence and Machine Learning**

SID's Artificial Intelligence (AI) and Machine Learning (ML) will have the potential to revolutionize the skilling ecosystem by enabling the development of personalized, adaptive, and data-driven learning experiences that cater to the unique needs of each learner. SID's AI and ML algorithms will analyze learner data, including learning styles, preferences, and performance, to create personalized learning paths that cater to the unique needs of each learner. It will track learner progress and provide feedback and support in real time, enabling learners to adjust their learning strategies and improve their performance.

### **4. Unified Payment Interface (UPI) in Skilling**

SID's Unified Payment Interface (UPI) will enable users to transfer funds between bank accounts instantly. It will be used to streamline the payment processes for skilling programs. SID will enable people to take up online courses, webinars, and other skilling programs from anywhere, at any time, without the need to visit a physical location or use traditional methods. SID will create a digital record of all transactions, which can be helpful in tracking and monitoring all skilling programs. This database will be used to assess the effectiveness of skilling programs and to identify areas where improvements can be made.

### **5. Scheme Designing, Management and Monitoring**

SID will be a platform to design, manage and monitor skilling schemes. With this central platform, all stakeholders will access information and updates on the scheme, leading to greater transparency in the management and execution of the scheme. SID will track and report on the progress of the various schemes, making it easier to identify and address any issues that arise.

### **6. Convergence with digital platforms and schemes**

Convergence of digital platforms and schemes in India is crucial to promote comprehensive skill development and economic growth. SID will identify synergy and integrate with digital platforms like ASEEM, EPFO, Udyam, BharatSkills, COWIN, NAPS/NATS, PFMS, DBT, SSDMs, eOffice, UMANG between these stakeholders to ensure that the intended beneficiaries receive the necessary support and training to enhance their skills and improve their livelihoods. It is a state of art platform that seeks to address the challenges faced by citizens in accessing government skilling, education, employment, and entrepreneurship programs and aims to create a more equitable and efficient system.

for delivering entitlements. It will also increase participation by reaching out to a wider range of beneficiaries, including those in remote and disadvantaged areas. It will optimize government resources by eliminating duplication and ensuring that schemes are aligned with national development priorities. It will ensure that resources are utilized effectively and efficiently to achieve the desired outcomes.

**7. Learning Management Systems (LMS)**

SID's Learning Management Systems (LMS) will provide a unified platform for learners to access educational resources, engage with instructors, collaborate with peers, and track their progress. LMS will help to streamline the learning journey from discovery to alumni and provide a seamless experience for learners. SID will provide an omnichannel experience that allows learners to access educational resources across different devices and channels, including mobile devices, desktops, and other digital platforms. LMS of SID will provide learners with an opportunity to experience the best of technology which will help them learn and grow better. It would cater to learners with a learning passport, learning calendar, Learning Path map, and even a career path which will help them grow and be aware of their skills. It will also bring an enhanced Batch Management system with accessibility to proctored examinations.

**8. Entrepreneurship**

SID will provides a range of services to existing and aspiring entrepreneurs like courses, mentoring, incubation and accelerator programs, marketplace and financial linkages. Entire entrepreneurship ecosystem enablers will be brought together to create a one-stop solution to boost self-employment and the sustainable growth of the economy. By developing entrepreneurship skills, individuals will contribute to the development of globally competitive businesses that will compete on the world stage. SID will continuously improve and refine its platform's features and functionality based on user feedback, in order to ensure that the platform remains relevant and effective in meeting the needs of all stakeholders.

## 11.10 Annexure 5 – Master Service Agreement - Draft

### AGREEMENT

This agreement (“**Agreement**”) for the empanelment of Service provider selected through Request for Empanelment (RFE): \_\_\_\_\_ Dated: \_\_\_\_\_, is made at New Delhi on \_\_\_\_\_ (“**Execution Date**”) by and between:

**National Skill Development Corporation**, (CIN: U85300DL2008NPL181612) a company incorporated under Companies Act, 1956 and having its registered office at 301, West Wing, Worldmark 1, Aerocity, New Delhi – 110037 (hereinafter referred to as “**NSDC**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the FIRST PART;

#### AND

The person/s (includes natural as well as artificial juridical person, as the case may be) as specified in Annexure – I hereto (hereinafter the “**Service Provider**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART.

**NSDC** and **Service Provider** are hereinafter individually referred to as a “**Party**”, and collectively, as “**Parties**”.

#### WHEREAS

- f. NSDC is a not-for-profit company incorporated under the Companies Act, 1956 (“**Act**”) and has the licence under Section 25 of the said Act (corresponding to section 8 of the Companies Act, 2013) and was set up as part of National Skill Development Mission to fulfil the growing need in India for skilled manpower across sectors and narrow the existing gap between the demand and supply of skills.
- g. NSDC has through a Request for Empanelment (“**RFE**”): \_\_\_\_\_ Dated: \_\_\_\_\_ to be read along with corrigendum (if any), called for proposals/bids to provide Services (defined in Annexure II to this Agreement).
- h. The Services Provider submitted a Proposal (“defined later herein later”) pursuant to the RFE where the Service Provider has represented to NSDC that it is an experienced, and fully qualified and capable of providing the Services.

**NOW THIS AGREEMENT WITNESSESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

In this Agreement, unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

- a) “**Agreement**” means this Agreement and each of the Annexures, schedules, TORs/SOWs and other attachments that may be agreed by both the Parties in writing.
- b) “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the respective Party.

- c) “**Applicable Law**” means the laws and any other instruments having the force of law in India.
- d) “**Approval**” means and includes any permit, licence, consent, certificate, authorisation, decision, direction, determination, instruction, or approval obtained or required to be obtained from a relevant/competent Government / Quasi-Government Authority in relation to the providing of the Services.
- e) “**Business Day**” is any day that is an official working day of the NSDC. It excludes NSDC’s official public holidays.
- f) “**Custom Components**” shall mean Materials that are originally developed by Service Provider during the course of the Services and supplied / to be supplied as, or as part of, a Deliverable;
- g) “**Day**” means a calendar day, unless otherwise specified as “Business Day”.
- h) “**Deliverables**” shall mean Materials that are originated and / or prepared for NSDC by Service Provider (either independently or jointly with NSDC or third parties) and delivered / to be delivered to NSDC during the course of Service Provider’s performance under this Agreement. Deliverables shall be comprised of Custom Components and/or Service Provider’s Material.
- i) “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service Provider or Sub-Consultant(s).
- j) “**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 NSDC) with proof of receipt.
- k) “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Agreement and whose CV is taken into account in the technical evaluation of the Service Provider’s Proposal.
- l) “**Materials**” shall mean work product and other materials, including without limitation, reports, documents, templates, studies, methodologies, processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation, abstracts, and summaries thereof.
- m) “**Non-Key Expert(s)**” means an individual professional provided by the Service Provider or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Agreement and whose CVs are not evaluated individually.
- n) “**Proposal**” means the Technical Proposal and the Financial Proposal submitted by the Service Provider in response to RFE.
- o) “**Services**” means the services, duties, responsibilities, and obligations to be performed by the Service Provider under this Agreement and as more clearly described, provided, and set out in Annexure II to this Agreement.
- p) “**Service Provider Knowledge Base**” shall mean Material existing prior to commencement of the Services, or developed outside the scope of the Services, that are proprietary to Service Provider or to third parties, including all intellectual property rights therein and together with any enhancements and/or modifications thereto, provided that such enhancements and/ or modifications are not developed as part of the Services.
- q) “**Sub-Consultant**” means an entity to whom the Service Provider intends to subcontract any part of the Services while the Service Provider remains responsible to NSDC during the whole performance of the Agreement.
- r) (“**Terms of Reference**” / “**TORs**”) / “**Scope of Work**” / “**SOW**” means the document issued by NSDC to the Service Provider that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of NSDC and the Service Provider, and expected results and deliverables of the respective assignment / project.

## 1.2. Interpretation



Unless the context otherwise requires in this Agreement:

- a) words importing persons or parties shall include individuals, proprietorship, firms and corporations or any organisations having legal capacity;
- b) words importing the singular include the plural and vice versa where the context so requires;
- c) reference to any applicable law shall include such applicable laws of India and other territories where Services are performed or delivered as from time to time enacted, amended, supplemented, or re-enacted;
- d) reference to any gender includes a reference to all other genders;
- e) reference to the words “include” or “including” shall be construed without limitation;
- f) the headings and titles in this Agreement are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof.

## **2. SCOPE OF SERVICES**

### **2.1. Services**

- 2.1.1. NSDC hereby engages the Service Provider as one of the empanelled firms on non exclusive basis in accordance with this Agreement.
- 2.1.2. The Parties have entered into this Agreement in order to allow NSDC to award one or more SOW under the Agreement. The Service Provider shall provide the Services specified in Annexure II, as and when NSDC issues the SOW specifying the details of Services to be delivered along with the delivery schedule.
- 2.1.3. Engagement mentioned in clause 2.1.1 does not guarantee that work will be assigned/ SOW will be issued to the Service Provider.
- 2.1.4. During the Term of this Agreement, Service Provider shall keep NSDC informed about any material change (internal or external) which may impact the Service Provider's obligation in any manner.
- 2.1.5. Further, for avoidance of doubt, the Service Provider and all its employees, sub-contractor or any associated persons as the case may be, shall never be deemed to be employee(s), sub-contractor(s), agent(s), partner(s) etc. of NSDC for any purpose whatsoever.

### **2.2. Sub-Contracting**

The Service Provider shall not assign or sublet the empanelment or any part of it to any other Service Provider in any form. Any such attempt shall result in termination of the Agreement and forfeiture of the security deposit and revocation of bank guarantees.

## **3. PAYMENT FOR SERVICES AND EXPENSES**

- 3.1. For all the services rendered in accordance with the terms of this Agreement and respective SOW, the Service Provider shall be paid by NSDC on the basis of the man-month rates (“**Rates**”) provided in Annexure III.
- 3.2. There shall be no increment in Rates during the Term of the Agreement. However, at the time of extension of the Agreement, the committee at NSDC will decide the process of negotiating the Rates with the Service Provider.
- 3.3. Unless otherwise mentioned, for all services rendered, the Service Provider shall be entirely responsible for all applicable taxes, duties, license fees, etc.
- 3.4. No payment made by the NSDC herein shall be deemed to constitute acceptance by NSDC of the Services or any part(s) thereof. All invoice payments shall be subject to certification by NSDC's authorized representative. In the event that NSDC disputes any invoice raised by the Service Provider, NSDC shall pay the undisputed portion thereof as per the terms of this Agreement and shall notify to the Service Provider of the dispute / reasons for non-payment for the disputed portion of the invoice. Any disputed invoice shall only be paid after resolution

of the dispute relating to such invoice in accordance with the procedure set out in Clause 28 and Clause 29.

- 3.5. NSDC will have the right to audit books and records of Service Provider for the purpose of verifying: (a) the proper performance by Service Provider of its obligations under this Agreement; and (b) the amounts and costs payable by or to be paid by NSDC. NSDC may, on reasonable notice, conduct an audit of books and records of Service Provider by authorized representatives of its own, or by any public accounting firm selected by NSDC, during normal business hours at any reasonable time or times during the term of this Agreement and within a period of seven (7) years thereafter.
- 3.6. Operational expenses like travel/ boarding/ lodging/ Daily commuting of resources to local office of the NSDC etc., shall be taken care of by the Service Provider. However for cases where resources are required to travel for project (outside the city), pre-approved by the NSDC, then that cost shall be borne by the NSDC on actual and shall be paid directly by NSDC upon validation of original bills. However, no expenses are admissible on account of relocation of the Service Provider resources on projects anywhere in India.
- 3.7. NSDC shall make the payment in Indian Rupees only. In this empanelment, projects may be of following 3 (three) modes:
  - a. **Time & Material (T&M) Mode:** In this mode of projects, the payment to the Service Provider will be made on *monthly* basis (for the T&M mode Projects only) depending upon the actual duration of services rendered to NSDC Office after availing service.
  - b. **Fixed Price Project (FPP) Mode:** In FPP mode assignments, the payment term(s) shall be as mentioned in the Term of Reference (TOR) circulated for individual projects. The payment to the Service Provider shall be made on the completion of the milestone as finalized by the project specific committee and agreed by the Service Provider. A certificate of completion of a milestone needs to be given by the concerned User Department.
  - c. **Hybrid Delivery Mode (HDM):** The payment will be as per the conditions mentioned in the TOR. It may be on completion of milestone linked with the function points or word/page counts or man-month. A certificate of completion of a milestone needs to be given by the concerned User Department.

#### 4. **PROCEDURE FOR SUBMISSION OF INVOICE/ BILL**

The Service Provider shall submit invoices through email OR manual mode, as asked by NSDC. The Service Provider shall submit pre-receipted bills in triplicate (having details of concerned SOW number, Date and Project-Number of NSDC) on monthly basis in the name of NSDC by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) [in T&M Mode only] duly signed by NSDC Project coordinator. In FPP mode, it should be accompanied with milestone completion certificate issued by the NSDC as defined in the TOR. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.

#### 5. **SERVICE PROVIDER'S RESPONSIBILITIES**

- 5.1. The Service Provider shall execute and complete the Services with due care and diligence, and in such manner as may be required and specified under this Agreement.
- 5.2. The Service Provider confirms that it has entered into this Agreement on the basis of a proper examination of the data and information provided by NSDC. The Service Provider acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the obligations in relation to the Services contemplated herein.
- 5.3. The Service Provider shall acquire in its name all applicable Approvals required for the performance of its obligations under this Agreement and comply with terms and conditions thereof while execution of its obligations.
- 5.4. The Service Provider unequivocally undertakes to comply with all applicable laws in force. The Service Provider shall indemnify and hold harmless NSDC from and against any and all liabilities, damages, claims, fines, penalties, expenses etc. of whatever nature arising or

resulting from the violation of such applicable laws by the Service Provider or its personnel, including the sub-contractor(s) and their personnel.

- 5.5. The Service Provider shall:
- 5.5.1. diligently carry out the Services in an ethical manner and in good faith;
  - 5.5.2. comply with the NSDC's requirements relating to the Services;
  - 5.5.3. not do anything during its dealings with any third party in relation to this Agreement, which may adversely affect or injure the goodwill of NSDC and/or bring NSDC disrepute;
  - 5.5.4. not make any untrue or misleading statement in relation to NSDC at any time in terms of this Agreement;
  - 5.5.5. adhere to specific delivery timelines of NSDC and ensure that its performance meet the specifications/ requirements as specified in the agreed scope of work.
- 5.6. The Service Provider agrees that Service Provider shall be solely liable to NSDC for any loss that NSDC may suffer as a result of any act or omission, breach of this Agreement, theft, fraud, breach of confidentiality or other criminal act of the Service Provider or any of its employees, workers, sub-contractor(s), or personnel whatsoever. Further, Service Provider shall be responsible for all compliances related to its employees, sub-contractor(s), and their employees.
- 5.7. The Service Provider shall execute all such separate mutually agreed agreements such as the confidentiality and non-disclosure contract etc. which may be required by NSDC in pursuance of this Agreement.
- 5.8. The Service Provider shall maintain all the eligibility criteria as mentioned in RFE during Term of the Agreement. Failure may lead to termination of Agreement.
- 5.9. The Service Provider shall provide an escalation matrix for problem resolution to the NSDC by providing the Names, Designations, Contact Number(s) and Email IDs of the persons to be contacted. The Service Provider shall also provide website URL for such purpose.
- 5.10. In the event, the Service Provider or the concerned division of the Service Provider is taken over/bought over by another company, all the obligations and execution responsibilities under the Agreement with NSDC, should be passed on for compliance by the new company in the negotiation for their transfer.
- 5.11. In case the Service Provider intends to sell its business to any other organization then they will be required to inform to NSDC in advance and NSDC if deemed fit, can cancel the empanelment of the Service Provider.
- 5.12. During the Term of the Agreement, NSDC may ask the Service Provider to submit the supporting documents which may be required to ensure that the RFE terms and conditions are fulfilled.
- 5.13. NSDC may verify the CA certificate along with required supporting documents submitted as part of bid by the Service Provider 'as and when required' during the Term of the Agreement.

## **6. NSDC'S RESPONSIBILITIES**

NSDC shall provide all inputs and requisite data in its possession on time without unreasonable delay as requested by Service Provider and related to providing of the Services.

## **7. SERVICE PROVIDER'S REPRESENTATION AND WARRANTIES**

- 7.1. The Service Provider represents and warrants that:
- 7.1.1. It validly exists under Laws, and has the power and authority to carry on its business in India, and provide the Services under this Agreement;
  - 7.1.2. It has the power to enter into this Agreement and comply with its obligations under the Agreement;
  - 7.1.3. It has full capacity and all Approvals, necessary permissions, consents, and licences to enter into and to perform its obligations under this Agreement to provide the Services;
  - 7.1.4. The execution of this Agreement by the Service Provider does not contravene the provisions of any applicable law or regulation or agreement or document to which it

- may be or may have been a party;
- 7.1.5. The Service Provider shall not, in rendering of its obligations under this Agreement utilise any development, innovation, improvement or trade secret in which it does not have a proprietary interest, or other necessary rights for such utilisation.
- 7.1.6. Upon execution of this Agreement by the Service Provider, this Agreement shall be legally binding on the Service Provider and shall be legally enforceable against it.
- 7.1.7. The Service Provider or any of its partner, employee or sub-contractor involved in the provision of Services under this Agreement, have not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/ legal investigation for such offences.
- 7.1.8. This Agreement is being executed by a duly authorised representative of the Service Provider.
- 7.1.9. The Service Provider shall comply with all applicable laws and regulations governing the rendering of Services and shall maintain and keep up to date any registration with regulatory bodies and authorities required to render the Services under this Agreement and provide proof of such approvals and registrations to NSDC as and when required by NSDC.
- 7.1.10. The Service Provider warrants that its Services will be performed in a good and diligent manner. The Service Provider agrees to re-perform any Services not in compliance with this warranty brought to its attention by NSDC. Additionally, Service Provider warrants that its Deliverables are original content and shall conform to their relevant specifications. Service Provider agrees to correct any such Deliverables not in compliance with this warranty brought to its attention by NSDC.

## **8. Security Deposit for Empanelment**

The Service Provider will submit the interest free security deposit for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form for the Term of the Agreement plus 3 months or extended period if any (with 3 months add on period), in favor of NSDC for each empaneled category.

Service Provider shall submit Security Deposit within 14 days of issuance of Empanelment letters by NSDC.

The Security Deposit shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the Service Provider i.e. (Term).

In the event wherein the Agreement is extended by NSDC beyond 3(three) years, the Service Provider shall ensure submission of a fresh Security Deposit within 14 days of issuance of letter for extension of Agreement by NSDC or may extend the validity of Security Deposit submitted at the time of original empanelment. The Validity of this Security Deposit shall also be for an additional period of 90 (Ninety) days beyond the period of extension of Agreement.

The Security Deposit will be released without any accrued interest after the Term or execution of all pending SOWs whichever is later.

NSDC will have the right to forfeit the Security Deposit if the Service Provider fails to meet the terms and conditions of the RFE document or perform any other obligation under the Agreement, fails to execute the SOWs issued by NSDC. Apart from this NSDC also reserves the right to cancel the empanelment and terminate the Agreement in case of repeated default by the Service Provider.

## **9. PERFORMANCE BANK GUARANTEE**

The Service Provider shall ensure submission of Performance Bank Guarantee (PBG) equivalent to \_\_\_\_\_% (\_\_\_\_\_percent) of the SOW value issued by NSDC. PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of National Skill Development Corporation, New Delhi. The

Performance Bank Guarantee should remain valid for a period of 60 (Sixty days) beyond the date of completion of all contractual obligations of the Service Provider under the Agreement. The Performance Bank Guarantee must be submitted after award of contract but before signing of contract. The Service Provider shall be required to give PBG as per the following timelines (For work related to Manpower mode, HDM and Project Mode). For projects duration between 0-6 months, PBG should be submitted within 15 days of issuance of PO by NSDC and for projects duration greater than 6 months, PBG should be submitted within 30 days of issuance of SOW by NSDC.

In the event of default/delay in submission of PBG within the stipulated time, Service Provider shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the SOW value per day delay/default with a Maximum penalty capping of 10% of SOW value. In the event, wherein a SOW is released by NSDC for project renewal or a fresh SOW is released, the Service Provider shall ensure extension / submission of PBG (in the form of Empanelment Security Deposit) within 15 days of issuance of the WO. The Service Provider shall provide the renewed Performance Bank Guarantee on same terms and conditions for the Term of the Agreement including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of all work assigned to Service Provider and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the Agreement. The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the SOW. NSDC will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the Service Provider defaults or deemed to have defaulted or in the case of non-acceptance of the SOW and thereafter the Agreement shall be terminated.

## **10. INTELLECTUAL PROPERTY**

- 10.1. The Service Provider agrees not to use or misuse or register as the owner, licensee, or cause to be registered, nor assist any other person or entity in misusing or in registering as the owner or causing to be registered, in any part of the world, any trademark, trade name, service mark, copyrights, insignias, symbols, know-how, trade dress, slogans and logos, photographs and images currently used and to be used in the future (including emblems, services and rights in the distinctive design and signs, or combinations thereof) and all similar proprietary rights belonging to NSDC or associated with NSDC's work / Services ("Intellectual Property").
- 10.2. Service Provider understands that the data and information are collected and compiled for NSDC in order to meet its business requirements. The information collected and / or provided by Service Provider under this Agreement to NSDC are the sole and absolute property of NSDC. Service Provider understands and appreciates that the formats prepared, and the data submitted by Service Provider to NSDC therefore constitute trade secrets. Service Provider therefore understands and acknowledges that the property including formats, data and information collected by its personnel in terms hereof are the sole and absolute property of NSDC.
- 10.3. Service Provider hereby agrees and undertakes that it has no interest whatsoever in the information collected by it and the formats created under this Agreement and shall not use the same for any purposes whatsoever other than as set out in this Agreement.
- 10.4. The Service Provider must not, and must ensure that its personnel do not:
  - 10.4.1. Remove NSDC data or allow NSDC's data to be removed from the premises / servers procured by NSDC
  - 10.4.2. Take NSDC's data or allow NSDC's data to be taken outside of India in any circumstances whatsoever.
- 10.5. The service provider must ensure that any proprietary software shall not be used in the project; however, in circumstances where using the proprietary software is required for the success of the project the service provider has to submit a report to NSDC for the requirement of the software and shall use the proprietary software only after the written permission granted by NSDC. The service provider while suggesting the solution to NSDC shall ensure they have evaluated all the available software in the market especially open source and only after deep consultation have arrived at a conclusion to use proprietary software.

- 10.6. The Service Provider hereby represents and warrants that none of the software, licenses or hardware used for the project in any condition will make the solution dependent on a specific technology / platform and may hamper the success of project once the service provider exits the project. In such instances the service provider has to take permission from NSDC. In a case where the service provider has not taken written permission of NSDC to use proprietary or platform dependent solution, the service provider is liable to pay 100% of the fees under this Agreement as penalty.
- 10.7. The Service Provider hereby represents and warrants that none of its activity, software, documentation etc. used under this Agreement and / or provided to NSDC does or will infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights for NSDC to own or exercise all Intellectual Property Rights as provided in this Agreement. The Service Provider further represents and warrants that it has secured / shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for providing Services.
- 10.8. The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this Clause 10.
- 10.9. Subject to the other provisions contained in this Clause, the Service Provider agrees that all deliverables created or developed by the Service Provider, specifically for the NSDC, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of NSDC.
- 10.10. NSDC shall acknowledge that:
- r. In performing Services under the Agreement, the Service Provider may use Service Provider's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Service Provider prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the Service Provider's Pre-Existing IP").
  - s. Notwithstanding anything to the contrary contained in the Agreement, the Service Provider shall continue to retain all the ownership, the rights title and interests on all the Service Provider's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Service Provider from using the Service Provider's Pre-Existing IP in any manner.
  - t. If any of the Service Provider's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Agreement, the Service Provider hereby grants to the NSDC a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license of the deliverables with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such deliverables and only as part of the deliverables in which they are incorporated or embedded.
  - u. NSDC being the owner of all the IPs created in the deliverables, except the Pre- Existing IPs of the Service Provider used in the development and deployment, shall have exclusive rights to use, copy, license, sell, transfer, share, deploy, develop, modify or any such act that the NSDC may require or find necessary for its purpose. The IP rights of the NSDC shall indefinitely subsist or continue in all future derivatives of the deliverables.
  - v. The Service Provider or its deployed resources shall have no claims whatsoever on the deliverables and all the IPs created in deliverables or in course of development of the applications except its Pre-Existing IPs for which it shall grant all authorizations to the NSDC for use as detailed in the Clause( c) above.
  - w. Except as specifically and to the extent permitted by the Service Provider, NSDC will not engage in reverse compilation or in any other way arrive at or attempt to arrive at the source code of the Service Provider's Pre-Existing IP, or separate Service Provider's Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.
  - x. NSDC shall warrant that the materials provided by the NSDC to Service Provider for use during development or deployment of the application shall be duly owned or licensed by the NSDC.

10.11. This Clause 10 shall survive the termination or expiry of this Agreement.

## **11. CONFIDENTIALITY**

- 11.1. The Service Provider (the “Receiving Party”) acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the NSDC (the “Disclosing Party”). The Receiving Party shall not disclose or disseminate the Disclosing Party’s Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Agreement.
- 11.2. The term “Confidential Information”, as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed for the Disclosing Party as a result of the Agreement.
- 11.3. The provisions respecting confidentiality shall not apply to the extent that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).
- 11.4. The obligations under this clause shall survive for three years from termination or expiration of this Agreement.
- 11.5. The Service Provider and its personnel shall not, either during the Term or after expiration of this Agreement, disclose any proprietary or confidential information relating to the Services, Agreement or business or operations of NSDC or its clients without the prior written consent of NSDC.
- 11.6. The SOW/Agreement with the NSDC may define more stringent confidentiality obligations depending on the nature of information / data being shared. In such event, the more stringent obligations shall prevail.
- 11.7. The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by NSDC, out of premises without prior written permission from NSDC.
- 11.8. The Service Provider acknowledges that NSDC’s business data and other NSDC proprietary information or materials, whether developed by NSDC or being used by NSDC pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to NSDC; and the Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Service Provider to protect its own proprietary information.
- 11.9. The Service Provider recognizes that the goodwill of NSDC depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage NSDC and

that by reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this Agreement. Service Provider shall use such information only for the purpose of performing the said Services.

- 11.10. The Service Provider shall not disclose any information, to anyone in any form about software, hardware, network topology, IP Schema, and network security policies of NSDC. Information disclosure to anyone shall be only with prior written consent of NSDC.

## **12. NON-SOLICITATION**

The Service Provider and NSDC each agree that during the Term, Service Provider's personnel or NSDC employee who is/are associated with the Services under the Agreement and for a period of twelve months after such person ceases to be so associated, neither the Service Provider nor NSDC shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other Party as an employee or independent contractor, except with prior written consent of the other Party.

## **13. PENALTIES/SLA**

- 13.1. Any unjustified and unacceptable delay resulting from reasons attributable to the Service Provider beyond the delivery/ installation (where applicable) schedule as per SOW will render the Service Provider liable for liquidated damages at the rate as mentioned in the following sections.
- 13.2. NSDC will define Penalties / SLA (Service Level Agreement) in each TOR which will be released for awarding the project to the Service Provider.
- 13.3. The Service Provider shall not refuse to accept NSDC SOW under any pretext. The SOW can be collected from NSDC office or if convenient to the Service Provider, it can be mailed to the Service Provider. The Service Provider shall start the work within 15 working days of the date of the SOW. For bigger projects, timelines will be mutually agreed between user NSDC and the Service Provider.
- 13.4. For three successive recurrences of default related to non-execution of SOWs for reasons attributable to the Service Provider, NSDC would be free to forfeit the Performance Bank Guarantees received against the affected SOW and/or termination of the Agreement provided Service Provider fails to remedy such default in spite of 30 days written notice from NSDC to cure such default.
- 13.5. If the Service Provider for reasons attributable to it is not able to execute the Project/assignment as per the terms and conditions of the SOW, applicable penalty clause shall be invoked and NSDC may forfeit Security Deposit/Performance Bank Guarantee in full. Besides this NSDC reserves the right to take any legal action against the Service Provider.
- 13.6. If at any time during performance of the SOW, the Service Provider encounters conditions impeding timely performance of the ordered Services, the Service Provider shall promptly notify NSDC in writing of the fact of the delay, its likely duration and its cause(s).
- 13.7. The Service Provider shall inform NSDC, 1(one) month [SOW end date or 1 month, whichever is lesser] in advance before the deployed manpower will leave any ongoing project (under any circumstances). Failing this will lead to penalty of amount equal to one-month manpower's SOW value or/and termination of the Agreement.



## 14. DEPLOYMENT OF MANPOWER / RESOURCES

- 14.1. It is the responsibility of the Service Provider that prior to the deployment, it shall undertake all required verification of the resources considering both this empanelment and project specific requirement(s). The manpower provided by the Service Provider shall work as per NSDC's SOW schedule.
- 14.2. NSDC shall examine the qualification, experience etc. of the personnel provided before/during they are put on area positions. The Service Provider has to take approval for the staff deployed from NSDC before deployment. NSDC has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded SOW.
- 14.3. The professionals deployed by the Service Provider for project assignments should have requisite qualifications and experienced with specialization in identified required technologies. The staff provided by the Service Provider will perform their duties in accordance with the instructions given by the NSDC time to time.
- 14.4. The manpower provided by the Service Provider shall work as per user department's work schedule.
- 14.5. If the NSDC recommends, a deployed resource must be replaced by the Service Provider within a period of 10 working days.
- 14.6. At no time there will be more than 10% of the provided manpower on leave or absent from the duty.
  - I. In case of long-term absence due to sickness, leave etc., the Service Provider shall ensure replacements and manning of all manpower posts within 10 days without any additional liabilities to NSDC.
  - II. Substitute will have to be provided by the Service Provider against the staff proceeding on leave/ or remaining absent.
- 14.7. Service Provider shall inform NSDC One month [SOW end date or 1 month, whichever is lesser] in advance before the deployed manpower will leave any ongoing project (under any circumstances).
- 14.8. Failing this will lead to penalty of amount equal to one-month manpower's SOW value or/and termination of the Agreement.
- 14.9. It will be the responsibility of the Service Provider to make necessary changes in the existing contract/agreement with the manpower, before deployment of him/her in the project.
- 14.10. Depending upon the nature and complexity of the Application Software work/ project assigned to the Service Provider under the Agreement, various website support resources would be required to be deployed on-site/ off-site by the Service Provider
- 14.11. The Resources shall be stationed in the NSDC office for the entire SOW period (as per project requirement) unless explicitly allowed by the NSDC to work from the Service Provider's office. The Resource has to follow the working hours, working days and Holidays of NSDC.
- 14.12. Before offering for any assignment of the deployment of the "Technical manpower" under T&M mode, NSDC shall take screening test (as per the requirement of the Project). The respective project manager may access manpower further, as per its requirement. It is necessary for the offered manpower to clear such screen test. Validity of screening test shall be for 1(One) year.
- 14.13. The Service Provider shall ensure to provide quality manpower. The Service Provider must ensure quality of the manpower by conducting similar screening examination at its end.
- 14.14. The key qualification for the various positions of the requirement manpower is provided in Annexure **1 D**.

## 15. INDEMNITY

- 15.1. The Service Provider shall indemnify NSDC against any liability incurred by NSDC on account of any default by the Service Provider or manpower deployed by it.
- 15.2. The Service Provider shall indemnify and defend the NSDC against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from

the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof (“Deliverables”). The Service Provider shall have no obligations with respect to any claims to the extent such claim results from:

- a. the Service Provider’s compliance with NSDC specific technical designs, specifications or instructions where the Service Provider has notified NSDC in writing (with proper reasons) prior to implementation of such specific technical designs, specifications or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims;
- b. inclusion in a Deliverable of any content or other materials provided by NSDC and the infringement relates to or arises solely from such NSDC or provided material.
- c. modification of a Deliverable after delivery by the Service Provider to NSDC if such modification was not made by or on behalf of the Service Provider and the claim arises solely due to such modification.
- d. operation or use of some or all of the Deliverable in combination with materials not provided by the Service Provider and the claim arises solely due to such reason; or
- e. use of the Deliverable for any purposes for which the NSDC have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the Service Provider; or

f. use of a superseded release of some or all of the Deliverables or NSDC failure to use any modification of the Deliverable furnished under the Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Service Provider provided that such modifications or new releases are made available by Service Provider free of cost and the use of such modifications or new releases does not adversely impact the performance / service levels .

15.3. NSDC shall be indemnified by the Service Provider from any employment claims that the hired manpower /Resources / Service Provider’s manpower may opt to have towards the discharge of their duties in the fulfilment of the SOWs.

15.4. Each Party (“Indemnified Party”) shall be indemnified by the other Party (“Indemnifying Party”) from any compensation arising out of accidental loss of life or injury sustained by Indemnified Party’s manpower while discharging their duty towards fulfilment of the SOW caused by the negligence or wilful misconduct of the Indemnifying Party or its agents and representatives.

## **16. LIMITATION OF LIABILITY**

16.1. Notwithstanding anything provided in this Agreement or any other document, the liability of the Service Provider towards NSDC under any SOW/ToR shall not exceed the value of that respective SOW/ToR.

16.2. Service Provider shall be liable for all acts of omission and commission by its employees deployed under this Agreement and NSDC shall be indemnified against aggrieved third-party complaints against any civil or criminal actions of the Service Provider or its employees.

16.3. In no event will Service Provider be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data, or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

## **17. RELATIONSHIP**

17.1. Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The Service Provider shall always remain an independent Service Provider during the term of this

Agreement and shall always solely remain liable to NSDC or any third party for all its acts and omissions to act during the course of providing the Services under this Agreement. The Service Provider is an independent Service Provider and nothing in this Agreement should be construed as constituting an employment relationship between the Service Provider and NSDC. The Service Provider unequivocally, unambiguously, irrevocably, and explicitly acknowledges that this Agreement is not subject to any employment law(s) or related statute(s). This Clause 17 shall survive the termination or expiry of this Agreement.

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

## **18. TERM & TERMINATION**

- 18.1. The term of this Agreement shall commence from Execution Date and shall be initially for a period of \_\_\_\_\_ (“Term”), extendable for next \_\_\_\_\_ years solely at the discretion of NSDC on same terms and conditions or additional mutually agreeable conditions. In the event of any exigency, the Term may be extended further for a further period as approved by the NSDC management.
- 18.2. In case the Service Provider fails to provide the Services under this Agreement then NSDC shall have the right to terminate this Agreement forthwith without having any obligation to make any further payments to the Service Provider under this Agreement.
- 18.3. NSDC reserves the right to suspend any of the Services and/or terminate the Agreement in one or more of the following circumstances by giving 30 days’ notice in writing:

### **a. TERMINATION PROCESS**

Upon occurrence of an Event of Default as set out in clause 22, NSDC will deliver a default notice in writing to the Service Provider which shall specify the Event of default and give the Service Provider an opportunity to correct the default.

At the expiry of notice period, unless the Service Provider remedied the default, NSDC may terminate the Agreement.

### **b. TERMINATION FOR INSOLVENCY, DISSOLUTION ETC.**

NSDC may at any time terminate the Agreement by giving written notice to the Service Provider without compensation to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to NSDC.

### **c. TERMINATION FOR DEFAULT:**

NSDC may without prejudice to any other remedy for breach of Agreement, (including forfeiture of security deposit, Performance Bank Guarantee) by written notice of default sent to the Service Provider, terminate the Agreement in whole or in part after sending a notice to the Service Provider in this regard.

- If the Service Provider fails to accept the SOW(s).
- If the Service Provider fails to deliver Services, the time period specified in the SOW or during any extension thereof granted by NSDC.
- If the Service Provider fails to meet any other terms and conditions under the Agreement.

### **d. TERMINATION FOR CONVENIENCE**

NSDC may by written notice, sent to the Service Provider, terminate the SOE and/or the Agreement, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NSDC’s convenience, the extent to which performance of work under the SOW and/or the Agreement is terminated and the date upon which such termination becomes effective. NSDC reserves the right to cancel the remaining part and pay to the Service Provider an agreed amount for partially completed Services.

## **18.4 EXIT MANAGEMENT**

In the event of end of the SOW/termination of Agreement, the Service Provider shall prepare and present a detailed Exit Plan within five calendar days. NSDC will review the Exit plan. If approved, the Service Provider shall start working on the same immediately. If the plan is rejected, the Service Provider shall prepare alternate plan within two calendar days. If the second plan is also rejected, the NSDC will provide a plan for the Service Provider and it should be adhered to in totality. The Exit Plan shall cover at least the following: (a) Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment (as applicable); (b) Handover all developed codes, related documentation and other Configurable Items, if any in its possession; (c) Handover the list of all IT Assets, passwords at all locations. The Service Provider and NSDC will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

18.5 Payments for all satisfactorily completed services till the time of termination shall be made to the Service Provider in the event of termination.

18.6 All provisions of this Agreement which either expressly or are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration or termination.

## **19. NO BENEFITS**

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

## **20. ASSIGNMENT AND TRANSFER**

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

20.2. NSDC shall be entitled to assign the Agreement or any part thereof, or any right, benefit, or interest therein or there under, to any third party without the prior written consent of the Service Provider. Upon such assignment, the Service Provider shall fulfill and perform all its obligations to such assignee, in accordance with the terms and conditions of this Agreement, as if such assignee were NSDC herein and shall execute all documents required in this behalf by NSDC.

## **21. FORCE MAJEURE**

21.1. If at any time, during the continuance of the Agreement, the performance in whole or in part by either Party of any obligation under the Agreement is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the Party giving notice, is given by Party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the Party adequately of the measures taken by it, neither Party shall, by reason of such event, be entitled to terminate the Agreement, nor shall either Party have any claim for damages against the other in respect of such non performance or delay in performance, and deliveries under the Agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of NSDC as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the

performance in whole or in part or any obligation under the Agreement is prevented or delayed by reason of any such event for a period exceeding 60 days, NSDC may at his option, terminate the Agreement.

## **22. EVENTS OF DEFAULT**

- 22.1. If one or more of the events specified in this Article (Events of Default) shall have happened, then NSDC may by a written notice to the Service Provider, declare that default:
  - 22.1.1. If the Service Provider fails, defaults, omits or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions, or stipulations of this Agreement.
  - 22.1.2. Any information given by the Service Provider is incorrect or misleading, or a representation, warranty, undertaking, or statement made hereunder is incorrect or misleading in any respect.
  - 22.1.3. If the Service Provider fails to deliver the Services as per the terms of Annexure II of this Agreement.
- 22.2. On the happening of any of the Events of Default, NSDC shall give a written notice to Service Provider to rectify the default within a period of 30 (thirty) days. In case the default is not rectified within a period of 30 (thirty) days then NSDC shall have the right, by a notice in writing to the Service Provider, without prejudice to the rights and claims under this Agreement to immediately terminate this Agreement. NSDC shall have inter alia, the right to exercise and enforce all rights and remedies available against the Service Provider under this Agreement. This clause is subject to and shall not affect NSDC's rights under clause 18 of this Agreement;
- 22.3. Any default or breach in discharging obligations under this Agreement by the Service Provider while rendering Services to NSDC, shall invite all or any actions / sanctions, as the case may be, such as execution of Security Deposit and PBG stipulated under this Agreement. The decision of NSDC arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by the Service Provider to bring pressure of any kind, may lead to termination of this Agreement and / or debarring of the Service Provider from bidding for NSDC tenders in future for a period of at least three years.
- 22.4. In case the Service Provider is found in-breach of any condition(s) of RFE or Agreement or SOW, at any stage during the Term, the legal action as per rules/laws will be taken.
- 22.5. If any Event of Default has occurred or is continuing, NSDC may, by notice in writing to the Service Provider terminate or suspend the Agreement and/or take such necessary action as it may deem fit.

## **23. PUBLICITY**

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

## **24. COMPLIANCE WITH APPLICABLE LAWS**

- 24.1. The Service Provider shall at all times during his performance of the Services under this Agreement comply with all the applicable laws and shall be solely liable for any non-compliance with such applicable laws and shall at all times indemnify and hold NSDC, its employees, directors harmless and indemnified against any liabilities arising out of any non-compliance of the applicable laws by the Service Provider.
- 24.2. The Service Provider shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the manpower employed thereof. Wherever necessary, the Service Provider shall apply for and obtain license as provided under Section

12 of Contract Labour (Regulation and Abolition) Act, 1970, and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. NSDC shall not be held responsible for any breach of the license terms and conditions by the Service Provider. The Service Provider shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof. The Service Provider shall duly maintain a register giving particulars of the deployed manpower, nature of work, rate of wages, etc. The Service Provider shall also ensure compliance to the following labour legislations:

- a. Minimum Wages Act \*
- b. Employees Provident Fund Act \*
- c. Employees State Insurance Act \*
- d. Workmen's Compensation Act, if the ESI Act does not apply \*
- e. Any other laws, as applicable, time to time\*

**\*APPLICABLE AS PER RESPECTIVE STATE**

The Service Provider shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of NSDC. The resources deployed under this Agreement should be on pay roll and full-time employee of the Service Provider. It is expressly understood and agreed between the Parties to this agreement that the manpower deployed by the Service Provider shall be the employees of the Service Provider for all intents and purposes. In any case, there shall not be a relationship of employer and employee between the NSDC and the said manpower. The manpower employed by the Service Provider shall have no right, whatsoever, for any appointment in the NSDC in temporarily /ad-hoc/daily wages/regular capacity on the basis of their work in the NSDC. The said manpower/workmen shall not be entitled for any claim, right, preference, etc. over any job/regular employment of NSDC or its users. The Service Provider or its workmen shall not at any point of time have any claim whatsoever against NSDC. The Service Provider shall submit undertaking received from the respective deployed manpower in NSDC regarding the same. The Service Provider should submit undertaking received from the respective deployed manpower in NSDC regarding the same along with Employment certificate by HR issued to those manpower(s). In case any employee of the Service Provider so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the Service Provider to contest the same at appropriate forum(s). Medical benefits should be provided by the Service Provider to the manpower deployed.

## **25. LEGAL EXPENSES**

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

## **26. NOTICES**

- 26.1. Any notice and other communication to be served on the Parties shall be deemed to be properly served on the same day if delivered personally; or in 3 (three) days from the date of posting if delivered under Registered Post with Acknowledgement Due or through courier; or on the same day if delivered by facsimile to the Parties, as the case may be, at their respective addresses set forth in Annexure -I hereto, or at such other address as any Party shall hereafter inform the other Party by written notice given as aforesaid.

## **27. COMPLIANCE WITH ANTI-CORRUPTION LAWS**

- 27.1. The Service Provider represents and warrants that it is familiar with the anti-corruption laws in India including but not limited to the Prevention of Corruption Act, 1988 (“PCA”), Indian Penal Code, 1860 (“IPC”) and any other anti-corruption laws and their respective purposes, including its prohibition against bribery, corrupt payment, offer, promise, or authorization of any payment or transfer of anything of value, directly or indirectly, to any government official or employee (including employees of government-owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office.
- 27.2. The Service Provider irrevocably, unequivocally, and explicitly undertakes, assures, and agrees to:
- 27.2.1. observe the highest standards of ethics during rendering of the Services and undertakes to take all measures necessary to prevent “corrupt practices” at all times during the discharge of its obligations under this Agreement;
- 27.2.2. “corrupt practices” shall mean and include, but not be limited to, offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the rendering of the Services, offering of employment to, or employing, or engaging in any manner whatsoever, directly, or indirectly, any governmental official, etc.;
- 27.2.3. neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from NSDC to a public official or any person in violation of any applicable laws relating to anti-corruption or anti-bribery;
- 27.2.4. comply with all the applicable laws of India relating to anti-corruption or anti-bribery, including but not limited to PCA and IPC.
- 27.3. It is explicitly agreed, acknowledged, and undertaken by the Service Provider that it is an independent Service Provider fully and solely responsible for its own actions and is not, and shall not hold itself out as, an employee, agent, partner, or joint venture party of or with, or attorney of NSDC. The Service Provider undertakes that it shall not make or sign or purport to make or sign any contracts or other instruments in the name of NSDC, make any commitment for the account of, assume or create express or implied obligations of any kind on behalf of, or in any respect bind NSDC. In no event shall NSDC be held liable or accountable for any obligations incurred by the Service Provider due to a breach of this clause 27.3 by the Service Provider.
- 27.4. The Service Provider undertakes and agrees, at all times, to comply with all legal, fiscal, and commercial obligations, which are required of the Service Provider in its capacity as an independent Service Provider.
- 27.5. The Service Provider shall indemnify and hold harmless NSDC for the amount of any actual loss which may be suffered by NSDC and any penalty imposed on NSDC by the competent authorities as a result of Service Provider's breach of the anti-corruption laws under Clause 27 hereof.
- 27.6. The Service Provider explicitly and irrevocably agrees that NSDC shall have the absolute right to immediately terminate this Agreement without incurring any liability, on Service Provider's breach of any provision of this Clause 27.

## **28. SETTLEMENT OF DISPUTES**

- 28.1. In case of any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, an attempt shall be made by the Parties to resolve it amicably by mutual discussion failing which it shall be settled as per the provisions of the Arbitration and Conciliation Act 1996 (as amended from time to time) which shall be final and binding on the Parties. The place of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language.
- 28.2. During the pendency of any dispute resolution exercise whether by negotiations or otherwise,

the Parties shall be bound by the terms of this Agreement and shall continue to perform their respective obligations not under dispute under this Agreement.

## **29. GOVERNING LAW AND JURISDICTION**

- 29.1. This Agreement shall be governed by and construed in accordance with the laws of India.
- 29.2. Subject to Clause 28, all disputes arising from this Agreement between the Parties shall be subject to the jurisdiction of the Courts at Delhi/New Delhi only.

## **30. ENTIRE AGREEMENT**

- 30.1. This Agreement constitutes the entire agreement between NSDC and the Service Provider and revokes and supersedes all previous agreements between NSDC and the Service Provider, if any, concerning the matters covered herein whether written, oral, or implied.
- 30.2. All annexures attached to this Agreement forms an integral part of this Agreement.

## **31. WAIVER**

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

## **32. SEVERABILITY**

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

## **33. AMENDMENT**

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

The original executed Agreement shall be retained by NSDC, and a certified copy of the same shall be provided to the Service Provider.

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

For National Skill Development Corporation	For Deloitte Touche Tohmatsu India LLP
Sign: _____	



**Rajesh Swaika**  
**VP-Procurement**

Sign: \_\_\_\_\_  
**Shreshtha Gupta**  
**VP- IT & Digital**

Sign: \_\_\_\_\_  
**Name: Sreeram Anathasayanam**  
**Designation: Partner**

**ANNEXURE -I**

**1. Details of the Service Provider:**

Name	
Address	
Type of entity	
Incorporation Number	

**2. Address for notice:**

**To NSDC:**

Attention	
Address	

**To Service Provider:**

Attention	
Address	

**3. Category empanelled as per**

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## ANNEXURE - II – Scope of work/ Services

----- as enclosed-----

### **Placements of Work Orders and floating of ToR for empaneled agencies**

- a) This tender is for empanelment of multiple vendors; however to give work orders to agencies NSDC will roll out ToR as and when a new requirement is identified with all the empaneled vendor empaneled through this RFE and will ask for submission of technical and commercial proposal, the selection methodology followed will be QCBS (90:10 or 80:20 or 70:30 or 60:40) depending on the criticality of the project.
- b) After empanelment, issuance of Work Order will be at the sole discretion of NSDC.
- c) Work Order(s) may encompass the complete scope of work or may require few services. Depending on the requirement, work orders may be placed to anyone of the empaneled vendor; more than one depending on the project requirement or the Terms of Reference (TOR) may be given to more than one empaneled vendor for their proposals for the specific scope of work using the QCBS.
- d) NSDC may place the work orders to the empaneled vendors for its own requirement. Work may be awarded based on one of the modes (T&M or FPP or HDM) as described below:
  - i. **Time & Material (T&M):** This model is based on resources deployment on man-days/months based on scope of work along with any other cost for materials used like sitting charges, development tools etc. This model is flexibility and provide opportunity to cope up with the changing requirements, shift milestones, etc. It is generally used in projects with dynamic requirements where project scope is not yet fully known. In this model, a vendor is short-listed as per the selection criteria defined in TOR. The vendor is evaluated (among empaneled vendors) primarily on the basis of vendors experience in handling similar projects having sufficient resources to be deployed, resource interaction, etc. The payments may be released as per agreed terms in TOR.
    - a. Under this empanelment, other than manpower, any material (if required) may be channelized through other mode(s) of procurement(s).
  - ii. **Fixed Price Project (FPP):** This model may be used in the scenario where the requirements are clear with defined milestones/deadlines with a limited/fixed budget. It may be an effective choice when requirements, specifications, and rates are highly predictable, i.e., where users are able to share their clear vision of the software application.
    - a. In this case, a TOR (having Scope of work, milestones, etc) may be floated among the empaneled vendors and a vendor may be identified based on selection criteria defined in TOR. The selected vendor will be responsible for completion of the project with the agreed terms and conditions as defined in the TOR. Change requests may be taken care either in TOR or asking for revised proposals.
  - iii. **Hybrid Delivery Mode (HDM):** The dynamic delivery model is a kind of **hybrid** of Fixed Price and T&M models with estimated fixed price and milestone-based deliveries. In this model, the software project is divided into small assignments to be

measured in terms of **Function Points (FPs)** as per ISO/IEC 14143-1:2007 (<https://www.iso.org>) to be developed in agile mode and delivered in limited timeframe. In this case, an estimated cost/effort may be worked out along with function points to be delivered.

- a.C1: Function points: - In this model, the project is divided into small assignments to be measured in terms of Function Points (FPs) to be developed in agile mode and delivered in limited timeframe. This model provides flexibility as in case of T&M and deliverables as in fixed price model. It may be used for short/long term projects with dynamic requirements where project milestones known with evolving requirements.
  - b.C2: Milestone: - In this case, an estimated cost/effort may be worked out based on man-month required for each milestone/deliverable. A vendor may be short-listed based on selection criteria as defined in the TOR on empanelled man-month rates. The vendor is accountable for completing the project within the timelines agreed upon. The payments may be released based on actual man-month deployed in each milestone or as agreed upon TOR.
- e) The vendors need to submit the financial proposal in a sealed envelope to NSDC.
  - f) Each participating vendor will give the presentation to the TEC, and committee will award marks out of 100 on the technical presentation to each respective vendor. All the vendors who have scored more than minimum technical qualification marks in the technical presentation will be eligible for financial bid opening.
  - g) After the technical evaluation is completed and approved by the Committee, the Client shall notify those Bidders whose Proposals were considered non-responsive to the TOR or did not meet the minimum qualifying criteria and/or min technical score (and shall provide information relating to the Bidder's overall technical score) that their proposal cannot be considered further and their Financial Proposals will remain unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Bidders whose technical proposals achieved minimum score and request for password for opening of financial proposal. Incomplete proposal will be rejected.
  - h) The Financial Proposals shall be opened of those Bidders whose proposals have passed the minimum technical score. The Financial Proposals will then be inspected to confirm that they are as per the terms of ToR. These Financial Proposals shall be then opened, and the total prices recorded.
  - i) NSDC may use e-Auction process for financial opening for this Procurement.
- i. 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.
    - a) Please note that in both E-Auction and without E-Auction process LCS/QCBS Method (60 or 70 or 80 or 90% weightage to Technical Score and 40 or 30 or 20 or 10 % weightage to financial) shall be used.
    - b) In case the NSDC is looking forward to hire resources from various agencies, NSDC can initiate e-auction process through which NSDC have the right to pick the resources with the lowest quotation who is matching the minimum technical qualification as well, This will be defined in each of the ToR.

ii. Method of selection:

LCS /Quality- and Cost-Based Selection (QCBS)

- a) 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:
- b)  $Sf = 100 \times Fm / F$ , in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.
- c) The weights given to the Technical (T) and Financial (P) Proposals are:
  - T = 60 or 70 or 80 or 90%, and
  - P = 40 or 30 or 20 or 10%
- d) 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:  
 $S = St \times T\% + Sf \times P\%$ .
- e) The Bidder achieving the highest combined technical and financial score will be invited for negotiations. In case more than one Bidder has same score, further negotiations with those Bidders will be undertaken or work may be awarded to multiple Bidders.

iii. Negotiations and Award

- a) Bidder obtaining Highest Combined score will be called for negotiation.
- b) If negotiation is successful, Bidder will be eligible for award of work. If not, then next ranked Bidder will be approached.
- c) The Bidder eligible for award of work will be issued an agreement and will be requested for their review and signatures.
- d) In case Bidder does not agree on terms of contract, next ranked Bidder will be approached.
- e) The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Bidder’s authorized representative.
- j) NSDC reserves the right to award work to one or more Bidders for any specific assignment and the number will depend on requirement.
- k) During the assignment, if requirement arises, more agencies can be included.
- l) The decision of NSDC will be final and binding upon all Bidders.

**Employees Names for Escalation**

Name		Email ID	Mobile Number
Level 1			
Level 2			
Level 3			

**ANNEXURE III** – Fee

----- as enclosed-----

### 11.11 Annexure 6 – Undertaking of Non-Blacklisting

#### **SELF-UNDERTAKING FOR NOT BEING BLACKLISTED**

[Date:            ]

To

National Skill Development Corporation,  
301, 3rd Floor, West Wing, World Mark 1  
Aero City, New Delhi – 110037

In response to the Request for Empanelment (RFE) released by NSDC for Testing Agencies, I/ We hereby declare that presently our Company/ Society/ Trust/ Partnership Firm (**Name of Bidder**) has an unblemished record and is not declared ineligible for corrupt and fraudulent practices, either indefinitely or for a particular period of time, by any State/ Central ministry or any other government department. We further declare that presently our Company/ Society/ Trust/ Partnership Firm (**Name of Bidder**) is not blacklisted/ debarred and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central ministry or other government department.

If this declaration is found to be incorrect and / or misleading then without prejudice to any other action that may be taken, and the tender, if any, to the extent accepted, may be cancelled.

For (Name of Bidding Agency)

Name of the Authorized Signatory

Seal/ Sign

Date: