

STANDARD PROCUREMENT DOCUMENTS
Standard Request for Proposal
for
Selection of Agency for implementation of Blockchain Infrastructure & obtaining relevant
certifications



BID NO: [GEM/2025/B/5836703](#)

Department- IT

Important Dates:

Date of commencement of RFP	18 th Jan 2025
Pre bid meeting. Virtual via MS Teams (Click here to join)	20 th Jan 2025 and 1500 hrs
Receipt of Queries	Only on GeM portal under representations section
Last Date and Time of submission of Bid	28-01-2025 4:00 PM
Place of Submission of Proposals	<u>Government e Marketplace (GeM)</u>

INSTRUCTION TO BIDDERS (ITB)

A. General Provisions

1. Definitions

- 1.1. "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- 1.2. "Applicable Law" means the laws and any other instruments having the force of law in India.
- 1.3. "Client" means NSDC.
- 1.4. "Bidder" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.5. "Contract" means a legally binding written agreement signed between the Client and the Bidder.
- 1.6. "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Client. It excludes the Client's official public holidays.
- 1.7. "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-Bidder or Joint Venture member(s).
- 1.8. "Government" means the government of India.
- 1.9. "In writing" means communicated in written form (e.g. by mail, e-mail, including, if distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
- 1.10. "Key Expert(s)/Employees" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder's proposal.
- 1.11. "Non-Key Expert(s)" means an individual professional provided by the Bidder or its Sub-Bidder and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- 1.12. "Proposal" means the Technical Proposal and the Financial Proposal of the Bidder.
- 1.13. "RFP" means the Request for Proposals to be prepared by the Client for the selection of Bidders, based on the SPD - RFP.
- 1.14. "SID/SIDH" means Skill India Digital Hub
- 1.15. "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- 1.16. "Services" means the work to be performed by the Bidder pursuant to the Contract.
- 1.17. "Sub-Bidder/Contractor" means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Contract.
- 1.18. "Terms of Reference (TORs)" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

- 2.1. National Skill Development Corporation (NSDC), the client intends to select an Agency for Project Management Unit (hereinafter called "Bidders").

- 2.2. The Bidders interested in participating in this bid are invited to submit a Technical Proposal and a Financial Proposal against this RFP.
- 2.3. The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
- 2.4. The Client will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal.
- 2.5. 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 in 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.
- 2.6. NSDC reserves the right of discretion to change, modify, reject, add to, or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. NSDC in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document. NSDC reserves the right to reject any or all proposals received in response to this document at any stage without assigning any reason whatsoever. The decision of NSDC shall be final, conclusive, and binding on all the parties.
- 2.7. The selected Bidder shall furnish to the Client an electronic performance security (5% of the contract value). The performance security shall be denominated in Indian Rupees and shall be in the form of an unconditional bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Client, in the format provided by the Client (may refer Schedule-V). The performance security will be returned to the Firm not later than 90 days post end/termination of contract.

3. Conflict of Interest

- 3.1. The Bidder is required to provide professional, objective, and impartial advice, always holding the Client's interests' paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2. The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by NSDC.
- 3.3. Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:

- 3.3.1. **Conflicting activities:** Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- 3.3.2. **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.
- 3.3.3. **Conflicting relationships Relationship with the Client’s staff:** a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of NSDC who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NSDC throughout the selection process and the execution of the Contract.
4. **Corrupt and Fraudulent Practices:** The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in **Annexure-V**. 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.
5. **Eligibility Criteria:** Only those Bidders who qualify the eligibility criteria will be evaluated technically:

Pre-Qualification Criteria		
SN	Eligibility Criteria	Documents/ Copies to be submitted
5.1	<p>The bidder must be a registered legal business Entity in India under the Companies Act, or a partnership firm registered under the Limited Liability Partnership Act in India and operating for the last 5 years in Government & Public Consulting Services as of March 31, 2023.</p> <p>The bidder must have a valid GST registration and PAN number.</p> <p>No consortium/Joint venture/ sub-contracting would be allowed to bid for this RFP.</p>	<ul style="list-style-type: none"> ● Certificates of Registration/ Incorporation. AND ● GST registration certificate AND ● Copy of PAN card
5.2	<p>The bidder should have a positive net worth and a minimum average annual turnover of INR 30 lakhs from India operations in Government &</p>	<p>CA certificates with UDIN</p>

Pre-Qualification Criteria		
SN	Eligibility Criteria	Documents/ Copies to be submitted
	<p>Public Consulting Services in the previous five financial years (FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, and FY 2022-23).</p> <ul style="list-style-type: none"> <i>If the bidder commenced operations within the last five years (i.e., after FY 2018-19), they may submit financial statements covering the period from inception up to FY 2023-24. However, the turnover requirement of INR 30 lakh shall remain applicable.</i> 	
5.3	<p>The bidder must have experience of working on at least 3 blockchain solution & certification projects each of minimum project value >= INR 25 lakhs each (value is US\$ or relevant country's currency, in case of an international implementation project) excluding taxes as PMCs (Project/Program Management Consultant/ Consultancy) in India to the central/ state government/PSUs/Govt Banks.</p>	<p>Copies of Work order, contracts or Agreement or Letter from Client or copy of invoices raised to clients or completion certificate clearly mentioning the scope of work must be submitted</p>
5.4	<p>The bidder should hold certification(s) recognized in the industry for quality management standards, information security standards etc.</p> <p>The following certifications will be considered -</p> <ul style="list-style-type: none"> • ISO 9001 (quality management systems) • SEI CMM Level 3 or above (software development) • ISO 27001 (for information security) or equivalent • ISO20000-1 (for IT Service Management) <p>Supporting Documents to be provided along the bid document</p>	
5.5	<p>The bidder should not be Debarred and / or blacklisted and / or Suspended by any Central / State Government Department/ other government agencies or government affiliate agencies/ Public Sector Undertakings (PSUs)/ any multilateral agency in the last three Financial Years till the date of submission of this bid . <u>A consistent history of court/arbitration decisions against the bidder or existence of ongoing high value disputes may lead to the rejection of the proposal.</u></p>	<p>Undertaking to be submitted on 100/- stamp paper by the entity signed by the authorized signatory of the bidding organization.</p> <p>The declaration, on 100/- stamp paper, should be properly notarized and dated relevantly.</p>

Pre-Qualification Criteria		
SN	Eligibility Criteria	Documents/ Copies to be submitted
5.6	Mandatory requirements: All requirements mentioned in the Terms of Reference and Scope of Work must be mandatory complied with. If bidder is not able to provide services according to TOR and SOW, they will be disqualified	Should submit an undertaking on its letterhead duly signed by the authorized representative

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 would be shortlisted for further evaluation.

6. Duration of Assignment

The duration of assignment shall be 3 years from Letter/E-mail of Intent/ 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 can be terminated at NSDC's discretion in writing by giving 30 days' notice to the bidder, The bidder in these 30 days will ensure that they share / transfer all the knowledge, deliverable, software, documents developed during the period for this project to NSDC or an agency appointed by NSDC.

Preparation of Proposals

7. **General Considerations:** In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **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.
9. **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".
10. **Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in **Annexure-I, II, III and IV (Pre-Qualification, Technical Evaluation forms and Financial Form)**
11. **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.
12. **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.
 - 12.1. **Extension of Validity Period:** The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend by 180 days more.
 - 12.2. Extension of validity of the Proposals shall be done without any change in the original

Proposal.

13. **Proposal Security:** Not applicable.
14. **Sub-Contracting:** The Bidder cannot subcontract some or whole of the Services.
15. **Clarification and Amendment of RFP:** The Bidder may request a clarification on any part of the RFP ONLY on the GeM portal under representations section. Should the Client deem it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:
 - 15.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be shared with the Bidders.
 - 15.2. If the amendment is substantial, or there is technical issue in submission of bids, the Client may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.
 - 15.3. 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.
16. **Technical Proposal and Financial proposal Format and Content:**
 - 16.1. The Pre-Qualification criteria would be submitted as per Annexure-II of the RFP.
 - 16.2. The Technical Proposal shall be prepared using the format provided in Annexure-I and III of the RFP
 - 16.3. The Financial Proposal shall be prepared using the format provided in the Annexure-IV (Financial Form) of the RFP. It shall list all costs associated with the assignment.
 - 16.4. The Technical Proposals and Financial Proposals shall be filled up and shared.
 - 16.5. Only those proposals which qualify on all parameters of Pre-Qualification Criteria will be considered for evaluation.
 - 16.6. The Bidder is responsible for meeting all tax liabilities arising out of the Contract.
 - 16.7. The Bidder shall express the price for its Services in INR.

B. Submission, Opening and Evaluation

17. **Submission of Proposals:**
 - 17.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure-I, II, III and IV. The Bidder shall submit Technical and Financial Proposal only on Government e-marketplace- Government e Marketplace (GeM)
 - 17.2. 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 forming a part of the submitted proposal.
 - 17.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
18. **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.
 - 18.1. 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.
 - 18.2. Any attempt by Bidders or anyone on behalf of the Bidder to improperly influence the Client in the evaluation of the Proposals or selection decisions may result in the rejection

of its Proposal.

- 18.3. 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.
- 18.4. This document is meant for specific use by the Bidders interested in participating in the current tendering process. This document in its entirety is subject to Copyright Laws. 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.
19. **Opening of Technical Proposals:** The Client’s evaluation committee shall conduct the opening of the Technical Proposals.
20. **Evaluation of Technical Proposals:** The Client’s evaluation committee shall evaluate the Technical Proposals first based on their responsiveness to the RFP and applying the eligibility criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to meet the eligibility.

Technical Evaluation Criteria:

Criteria and sub-criteria	Marks
<p>20.1 Bidder Turnover and Net Worth</p> <ul style="list-style-type: none"> • The bidder should have a minimum average annual turnover (T) of INR 30 lakhs from India operations in business consulting services to the Government or Public sector clients in the previous five financial years (FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24). - CA certificates with UDIN <ul style="list-style-type: none"> ○ <i>If the bidder commenced operations within the last five years (i.e., after FY 2018-19), they may submit financial statements covering the period from inception up to FY 2023-24. However, the turnover requirement of INR 30 lakh shall remain applicable.</i> • The bidder should have a positive Net Worth in the last three financial years (FY 2021-22, FY 2022-23 and FY 2023-24) <p>Bidder turnover and relevant marks</p> <ol style="list-style-type: none"> 1) Above 30 lakhs: 10 marks 2) Between 30-40 lakhs: 12 marks 3) Between 40-50 lakhs: 15 marks 4) Above 50 lakhs: 20 marks <p>Maximum points to be awarded: 20 points.</p>	<p>Max marks - 20</p>
<p>20.2 Experience with Blockchain Projects</p>	<p>Max marks – 20</p>

	<p>The Bidder should have worked/ currently working on at-least 3 Blockchain implementation projects (Project/ Program Management Consultant/ Consultancy) in during last 5 years, each of minimum project value >= INR 25 LAKHS (Including extensions on single project and excluding taxes), with Central Govt or state government or public sector or PPP projects. Projects directly awarded by the respective departments shall only be considered. – work orders and completion certificates (if available) to be submitted. If the bidder can produce the blockchain certificates that he got issued for his past clients- that would be additional advantage in the selection criteria.</p> <p>No of Projects and relevant marks</p> <ol style="list-style-type: none"> 1) Two (2) projects: 8 marks 2) Three (3) projects: 12 marks 3) Four (4) projects: 16 marks 4) Five (5) projects: 20 marks <p>Maximum points to be awarded: 20 points</p>	
<p>20.4</p>	<p style="text-align: center;"><u>Relevant Certifications</u></p> <p>The bidder should hold certification(s) recognized in the industry for quality management standards, information security standards etc.</p> <ul style="list-style-type: none"> • The following certifications will be considered: ISO 9001 (quality management systems) • SEI CMM Level 3 or above (software development) • ISO 27001 (for information security) or equivalent • ISO 20000-1 (for IT Service Management) <p>No of marks for above mentioned certificates</p> <ul style="list-style-type: none"> • Any one certification – 10 marks • Any two certifications – 12 marks • Any three certifications – 15 marks • All four certificates – 20 marks 	<p>Max Marks-20</p>
<p>20.5</p>	<p>Presentation on approach and methodology to execute the project:</p> <ol style="list-style-type: none"> 1) Understanding the Scope – 5 marks. 2) Approach and Methodology – 15 Marks. <ol style="list-style-type: none"> a. This includes -Technology stack (blockchain, middleware, frontend, etc) proposed. Comparative analysis of chosen blockchain platform with others and rationale for selection (security, scalability, contracts flexibility, etc.) 3) Transition Plan with timelines – 5 Marks. 4) Strategy for implementation and getting certification – 15 Marks. 	<p>Max Marks - 40</p>

	<ul style="list-style-type: none"> a. Security planning including details such as issuing identities, secure key management, access controls etc b. Data Security & Data privacy. c. Interoperability with other blockchain networks (govt / private sector) d. Threats from future tech (E.g. from quantum computing) e. Implementing future use cases, recommended mitigation strategies <p>Please note: Technical presentation to be delivered by proposed key experts only.</p>	
	TOTAL	100 Marks
<p>Method of selection: In deciding the selection of the Consultant, the technical quality of the proposal will be given a weightage of 80%. The method of evaluation of technical qualification will follow the procedure given in <u>para 14 of Part 1</u>. The price bids of only those consultants who qualified technically will be opened. The financial proposal shall be allocated a weightage of 20%.</p>		

Minimum Qualifying marks will be 70. Proposal obtaining 70 or more marks in technical evaluation will be qualified for financial proposal opening.

21. Opening of Financial Proposals and evaluation.

- 21.1. After the technical evaluation is completed and approved by the Committee, the Client shall notify those Bidders whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying criteria and/or min technical score (and shall provide information relating to the Bidder’s overall technical score) that their proposal cannot be considered further and their Financial Proposals will remain unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Bidders whose technical proposals achieved minimum score.
- 21.2. The Financial Proposals shall be opened of those Bidders whose proposals have passed the minimum technical score. The Financial Proposals will then be inspected to confirm that they are as per the terms of RFP. These Financial Proposals shall be then opened, and the total prices recorded.

22. Method of selection: QCBS 80:20

Calculation Formula= $B = [(C_{low} / C).X] + [T/T_{high}. (1-X)]$
Where:
C=Evaluated Bid Price
C_{low}=The lowest of all evaluated Bid price among responsive Bids
T= the total technical score awarded to the Bid
T_{high}=the technical score achieved by the Bid that was scored best among all responsive Bids.
X= weightage for the process as specified in Bids

- 22.1.1. The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid.
- 22.1.2. Total Score will be calculated by GeM based on the Technical and Financial marks

awarded by the committee members and the applicable QCBS weightage.

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

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

23. Issuance of Purchase Orders:

23.1. NSDC will initially issue a Purchase Order to the selected agency on the basis of the deployment plan provided by NSDC and agreed by the agency.

23.2. NSDC reserves the right to release purchase orders with lower quantity of resources considering the requirement of project.

23.3. **NSDC** reserves the right to increase or decrease the number of resources as per the requirement of project, ensuring that the total value does not exceed the total contract value. If the need shall arise, the requirement shall be increased to a maximum of 25% of the value of the Contract (As per GeM).

23.3.1. In case of an increase in the number of resources NSDC will inform the agency 7 days prior to releasing the PO.

23.3.2. In case of decrease in the number of resources, NSDC will give 15 days written notice to the agency, the agency to ensure that the resource complete their knowledge transfer and share other relevant documents of the project with the allocated team member of the agency.

23.4. For any changes in the number of resources, NSDC may issue revised PO to the selected bidder by following the rates quoted by agency against each profile.

(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 services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. "We are hereby submitting our Proposal.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of 180 days after the last date of submission.
- (c) We have no conflict of interest in accordance with ITB 3.
- (d) We meet the eligibility requirements as stated in ITB 5, and we confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per Annexure-V.
- (e) 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.
- (f) In competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988
- (g) Our Proposal is binding upon us and subject to any modifications.

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

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: ____

Name of Bidder: _____

Address: _____

Contact information (phone and e-mail): _____

I. General Information

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

II. Information as per Pre-Qualification Criteria to be furnished (Reference Clause 5):

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Annual Turnover: 2022-23 2021-22 2020-21	
3.	Relevant Experience:	
4.	Blacklisting Declaration	
5.	Other Declarations as required	

Information as per technical evaluation criteria to be furnished (Reference Clause 20):

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

Add more rows if required.

Financial Proposal Submission Form

Sr. No.	Description	UOM	Basic Charges for project (INR) excluding taxes	GST%	Total charges incl taxes
1	Cost of Certification of Blockchain infrastructure (Quantity: 1,00,00,000 certificates)	No of certificates			
	Total				(a)

- 1) The Grand Total amount (a) is to be entered while filling the tender in GeM.
- 2) All costs associated with obtaining the necessary certifications shall be the sole responsibility of the bidder.
- 3) All Out-of-Pocket (OOP) expenses, including accommodation, travel, and related costs, shall be borne entirely by the bidder and must be included in the quoted price. NSDC will not cover any additional costs beyond the final quoted amount.

Annexure-V
Fraudulent or Corrupt Practices

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

- a. Proposal for award may be rejected, if it determines that the Bidder, recommended for award, and/or its employees, sub-contractors, sub-Bidder, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question.
- b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/Bidder and/or its employees, subcontractors/sub-Bidders, sub-vendors, agents for getting the Contract or during the execution of a Contract.
- c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. 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.

Terms of Reference

Below is the Scope of Work for the Assignment. Please note that the below scope is indicative but not exhaustive.

Skill India Digital Hub

1. Overview and Background

Skill India Digital Hub is an initiative launched by the NSDC with the aim of skill development and vocational training for the country's workforce. It aims to empower millions of Indian citizens with the necessary skills to make them more employable and to meet the demands of various industries.

One of the key aspects of the Skill India Digital Hub initiative is the incorporation of digital technology to enhance the reach and effectiveness of skill development programs. Skill India Digital Hub involves leveraging digital platforms and tools to democratize learning, assessment, jobs, and apprenticeship to anybody and everybody interested in up-skilling or cross-skilling. This approach allows individuals, particularly those in remote or underserved areas, to access quality training. Skill India Digital Hub also acts as a platform where the government can enable schemes with an aim to encourage skilling and learning.

1.1. Online Courses and E-Learning:

- 1.1.1. Access to a diverse range of online courses and modules spanning various skill domains.
- 1.1.2. Courses tailored to match industry demands and job market trends.
- 1.1.3. Integration of multimedia elements to enhance learning, including videos, interactive quizzes, and assignments.

1.2. Mobile Apps:

- 1.2.1. Dedicated mobile applications for easy access to learning materials on smartphones and tablets.
- 1.2.2. Portable learning experience, enabling individuals to learn on the go.

1.3. Video Content:

- 1.3.1. Engaging in video lectures, practical demonstrations, and visual tutorials to simplify complex concepts.
- 1.3.2. Video-based simulations to replicate real-world.

1.4. Assessment and Certification:

- 1.4.1. Online assessments to gauge learners' progress and knowledge retention.
- 1.4.2. Certification upon successful completion of courses, bolstering employability.

1.5. Virtual Labs and Simulations:

- 1.5.1. Virtual labs for hands-on practice in technical fields, allowing learners to experiment in a safe environment.
- 1.5.2. Simulations for job-specific tasks, offering realistic training experiences.

1.6. Interactive Quizzes and Assignments:

- 1.6.1. Interactive quizzes to reinforce learning and test comprehension.
- 1.6.2. Assignments that require practical application of acquired skills.

1.7. Digital Skill Portfolios:

- 1.7.1. Creation of digital portfolios showcasing acquired skills, certifications, and projects.
- 1.7.2. Portfolios can be shared with potential employers to demonstrate competence.

1.8. Collaborative Learning:

- 1.8.1. Online discussion forums and peer interaction for collaborative learning and knowledge exchange.
- 1.8.2. Opportunities for learners to help each other and share insights.

1.9. Upskilling and Reskilling:

- 1.9.1. Resources for individuals seeking to upskill or reskill in response to evolving industry requirements.
- 1.9.2. Tailored learning paths based on current skills and career goals.

1.10. Job Matching and Apprenticeships:

- 1.10.1. Integration of job matching capabilities, connecting skilled individuals with relevant job opportunities.
- 1.10.2. Listings of apprenticeship programs for practical, on-the-job training and skill enhancement.
- 1.10.3. Partnerships with industries to provide apprenticeship positions and real-world experience.

1.11. Enable Government Schemes for Skilling:

- 1.11.1. Integration with existing government schemes aimed at skill development.
- 1.11.2. Alignment with national skill development goals and initiatives.
- 1.11.3. Access to subsidized or free courses for eligible participants as part of government support.

1.12. Networking and Industry Connections:

- 1.12.1. Facilitation of connections between learners and industry professionals for networking and mentorship.
- 1.12.2. Guest lectures and webinars from industry experts to provide insights into current trends.

1.13. Flexibility and Accessibility:

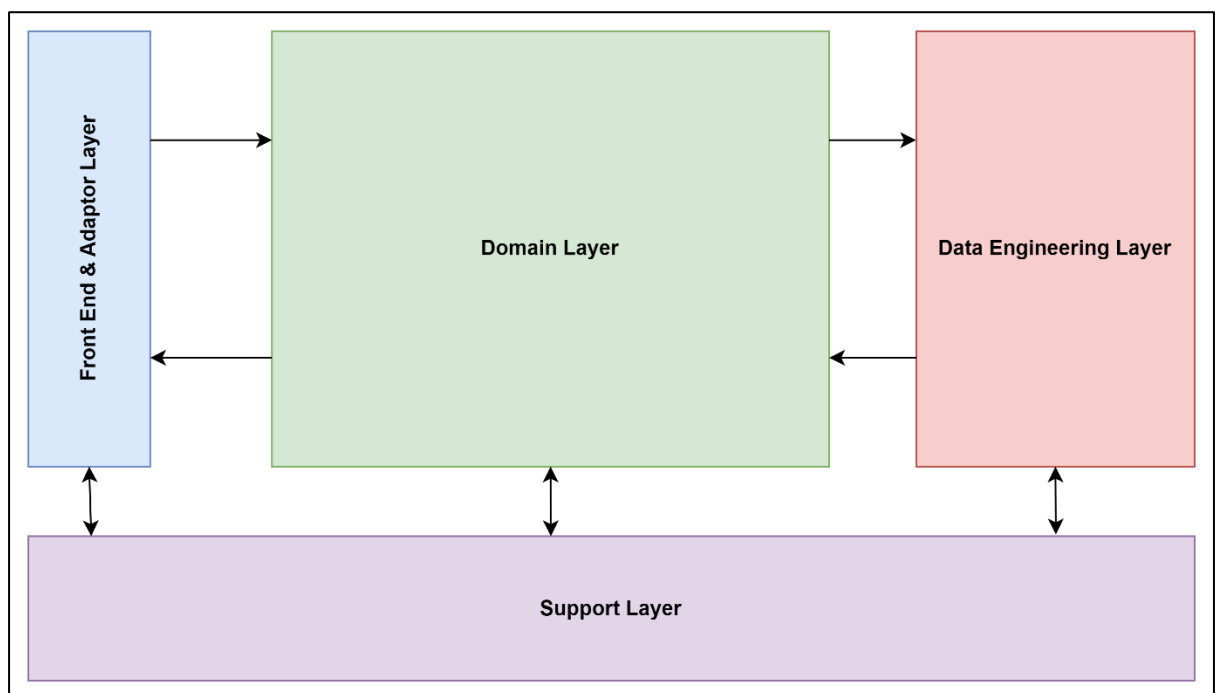
- 1.13.1. Self-paced learning, accommodating individuals with varying schedules and commitments.
- 1.13.2. Features for people with disabilities, ensuring accessibility for all learners.

1.14. Intent-based Search:

1.14.1. To enhance user engagement the platform offers search by providing context-aware search results, so users can quickly find the courses, resources, or information they need, enhancing overall satisfaction.

2. The Platform:

The Skill India Digital Hub is designed with cutting-edge technologies to create a dynamic and scalable learning environment. Leveraging the AWS cloud and ROSA environment we chose a microservices pattern for the middleware and Node.js for the front end, this platform aimed to provide efficient and user-friendly access to skill development resources. Our platform for the ease of management is segregated into four core sections as depicted below.



3. Deep Dive:

Let's deep dive into the four pillars of our platform namely:

- Front End and Adaptor Layer
- Domain Layer
- Data Engineering Layer
- Support Layer

3.1. Front End and Adaptor Layer:

While designing the Front End and Adaptor Layer for our platform the idea was to use this layer to aggregate, filter, and transform services offered by various domain services before exposing either to the front-end apps (web & mobile) or to other portals interested in the data exchange.

The front end and the Adaptor Layer use Node.js as the base to deliver its services. Its event-driven, non-blocking architecture offers the following advantages:

- 3.1.1. **Efficient Development:** The use of a consistent programming language (JavaScript) for both frontend and backend streamlines development, reducing cognitive load and enhancing collaboration.
- 3.1.2. **Asynchronous Operations:** Node.js excels at handling asynchronous operations, making it suitable for real-time features, such as notifications and live interactions.
- 3.1.3. **Scalability:** Node.js can efficiently manage a high number of concurrent connections, ensuring a responsive user experience even during peak usage.
- 3.1.4. **Rich Ecosystem:** Node.js has an extensive ecosystem of open-source packages and libraries accessible via npm (Node Package Manager), simplifying the integration of third-party tools.
- 3.1.5. **Single Page Applications (SPAs):** Node.js is ideal for constructing SPAs, aligning well with the user experience expectations of modern web applications.

3.2. Domain Layer:

While designing the Domain Layer in our platform using the microservices pattern we extracted several advantages that contributed to the platform's scalability, flexibility, and overall efficiency. Here are some key benefits:

- 3.2.1. **Scalability:** Microservices enabled our services to be scaled independently based on demand. It means that if one aspect of the platform experiences high traffic (e.g., course enrolment), only that relevant microservice can be scaled, thus optimizing resource usage.
- 3.2.2. **Modularity and Maintainability:** Each microservice represents a specific functionality or feature, making it easier to develop, update, and maintain the domains in our platform. Changes or updates in one service do not impact others and minimize downtime.
- 3.2.3. **Rapid Development:** Microservices allowed us parallel development. Our different teams could now work on separate services simultaneously, accelerating the overall development process and bringing new features to the platform faster.
- 3.2.4. **Technology Diversity:** Microservices are developed using the most suitable technology stack for their specific requirements. This flexibility lets us choose the best tools and languages for each service. Our polyglot environment has Java, Python, PHP, and JavaScript being used to write our services.
- 3.2.5. **Fault Isolation:** In our platform issues or failures in one microservice are less likely to cascade or impact other parts of the platform. This isolation enhances the platform's overall reliability and stability.
- 3.2.6. **Deployment Flexibility:** Our microservices are deployed independently. New features or updates can be rolled out to specific services without affecting the entire platform, reducing the risk of service disruptions.
- 3.2.7. **Improved Resource Utilization:** Our microservices are deployed on Kubernetes, optimizing resource utilization. This would lead to better performance and cost savings.
- 3.2.8. **Easier Scaling:** Scaling can be achieved more accurately, focusing resources on the parts of the platform that need it most. This would prevent over-provisioning and save resources.
- 3.2.9. **Third-Party Integration:** Our approach of having microservices allowed us to easily integrate with third-party services and APIs. This is crucial for functionalities like payments and other government platforms.

3.2.10. **Futureproofing:** Microservices' modular nature will allow us for easier adaptation to change technological trends and requirements. Newer technologies or services can be integrated without having to overhaul the entire platform.

3.2.11. **Autonomous Development Teams:** Our microservice-based middleware platform allowed us to assign domains to different teams. This autonomy encourages innovation and ownership while fostering a sense of responsibility for the success of their respective services.

3.3. Data Engineering Layer

The Data Engineering Layer in the "Skill India Digital Hub" platform plays a crucial role in managing, processing, and analyzing the data generated by the platform's various components. This layer encompasses Extract, Transform, Load (ETL) processes, data warehousing, and analytics functionalities. Here's how each component contributes to the overall data engineering process:

3.3.1. **ETL (Extract, Transform, Load):**

3.3.1.1. **Extract:** In this phase, data is extracted from various sources within the platform, such as user interactions, course enrolments, assessments, and user profiles. This data could also include external sources like job listings or industry trends.

3.3.1.2. **Transform:** Extracted data often needs to be transformed to meet specific standards, formats, or requirements. This could involve data cleansing, validation, normalization, and enrichment.

3.3.1.3. **Load:** Transformed data is loaded into the data warehouse or relevant storage for further processing and analysis.

3.3.2. **Data Warehousing:**

3.3.2.1. A central data warehouse is a repository that stores structured and organized data from various sources within the platform.

3.3.2.2. The data warehouse is designed to support efficient querying and reporting, allowing users to gain insights and generate reports based on the collected data.

3.3.2.3. Data from different components, including user interactions, course progress, certification data, and job matching, is integrated into the data warehouse.

3.3.3. **Analytics and Reporting:**

3.3.3.1. Analytics involves the use of data to derive meaningful insights, patterns, and trends.

3.3.3.2. By querying the data warehouse, analysts and stakeholders can gain insights into user behavior, course effectiveness, learning trends, job market demands, and more.

3.3.3.3. Different types of analytics, such as descriptive, diagnostic, predictive, and prescriptive, can be performed to uncover valuable information.

3.3.4. Overall, the Data Engineering Layer, consisting of ETL, data warehousing, and analytics components, ensures that the "Skill India Digital Hub" platform is equipped with the necessary infrastructure to manage, analyze, and leverage the data generated by users, courses, and the broader ecosystem. This enables the platform to offer a more personalized and effective learning experience while also providing

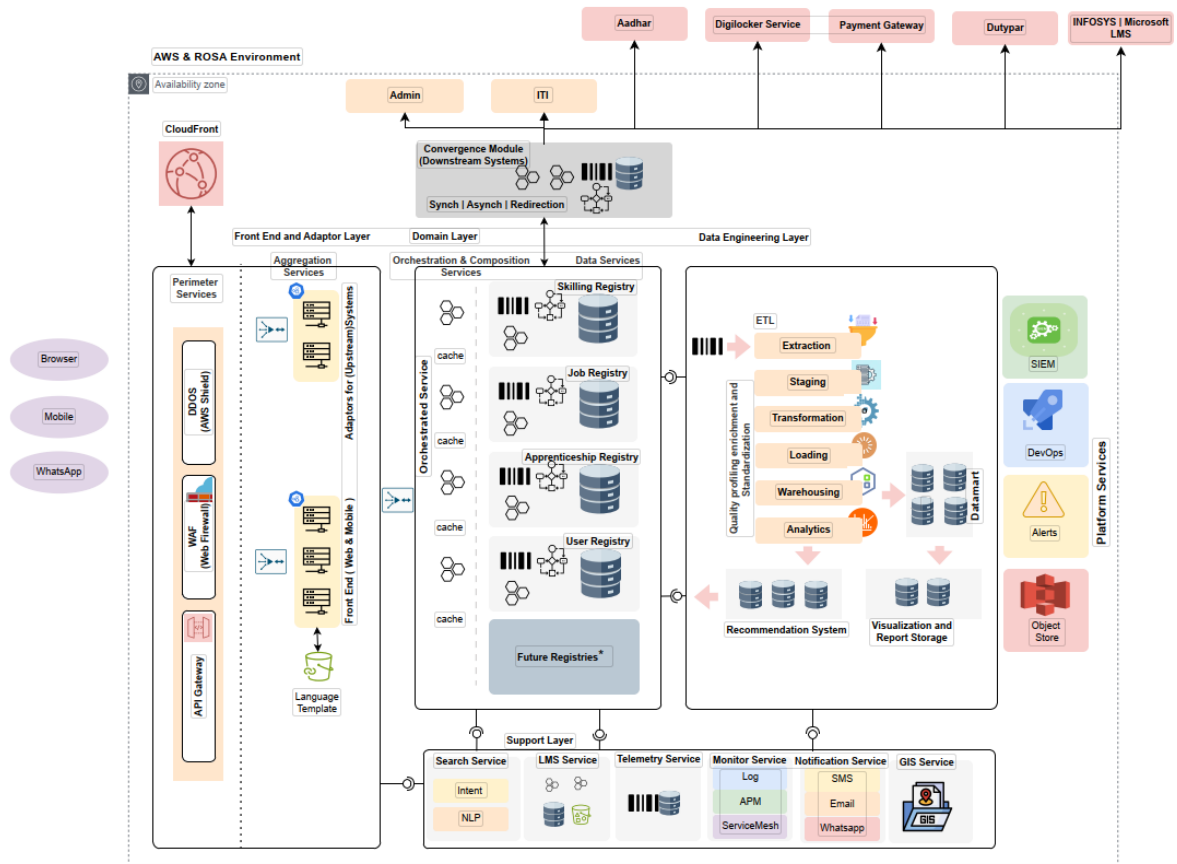
valuable insights to stakeholders and decision-makers. Listed below are some key benefits:

- 3.3.4.1. **Data-Driven Decisions:** The Data Engineering Layer enables the platform to make data-driven decisions based on insights derived from user interactions, engagement patterns, and learning outcomes.
- 3.3.4.2. **Personalization:** By analyzing user behavior and preferences, the platform can provide personalized recommendations for courses, learning paths, and career opportunities.
- 3.3.4.3. **Course Improvement:** Analytics can identify areas where courses might need improvement, helping instructors and curriculum developers refine content.
- 3.3.4.4. **Performance Tracking:** Users can track their progress, receive feedback, and access performance dashboards, enhancing their learning experience.
- 3.3.4.5. **Job & Course Matching Optimization:** The analytics component can identify job market trends, allowing the platform to refine its job matching algorithms for better outcomes.
- 3.3.4.6. **Continuous Improvement:** Data analytics can inform ongoing improvements to the platform's functionality, user experience, and content offerings.
- 3.3.4.7. **Reporting and Compliance:** Data analytics facilitates the generation of detailed reports, compliance audits, and regulatory requirements.

3.4. Support Layer:

The "Skill India Digital Hub" Support Layer harmonizes these support components to create a robust and user-friendly environment. By incorporating identity management, secure payment processing, efficient communication, and integration with third-party services, the platform enhances its overall functionality, engagement, and user satisfaction. This layer acts as the backbone, ensuring that the platform operates smoothly and effectively, addressing user needs and keeping up with technological advancements.

4. The Big Picture:



5. Technology Stack:

Below table outlines the technology stack that will be used for development

S.no.	Layer	Technology
1	Programming Language	Java, Python , Javascript
2	RDBMS	Postgres
3	LMS	OpenEDX
4	NoSQL	Elasticsearch, Redis , Mongo
5	DWH	Informatica
6	Data Engineering	Cassandra, Spark
7	Framework	Springboot, Node.js
8	Frontend	Angular, ReactNative, Ionic
9	Orchestration	Kubernetes
10	Cloud Service Provider	AWS
11	Monitoring	ELK, APM (Elastic Search)
12	Messaging	Kafka
13	NLP	Rasa
14	CI/CD	Ansible, Jenkins, SonarQube, Shell script
15	Version Control	GitLab, GitHub

16	Testing	Selenium, Jmeter
17	Build	Docker
18	OS	Ubuntu
19	GIS	OpenMap
20	Data Visualization	PowerBI
21	IAM	Keycloak
22	Runtime Version management	Service Mesh

6. Scope of Work:

6.1. Project Overview

The objective is to onboard a technology partner capable of delivering a Software-as-a-Service (SaaS) platform that leverages blockchain technology to ensure the integrity, security, and authenticity of digital credentials issued under the SIDH. The company will design, develop, implement, and maintain a blockchain-based issuance platform for issuing marksheets, ates, and badges for the Skill India Digital Hub (SIDH). The platform will cater to various programs, including government, private, and CSR initiatives.

6.2. Key Responsibilities

The selected organization will be responsible for:

- **Design and Development:** Creating a blockchain-enabled credential issuance platform for secure issuance and verification endpoint for
- **Hosting:** Hosting the solution on NSDC Cloud infrastructure to ensure data security.
- **Node Setup:** Setting up various nodes and a distributed network across the nation.
- **Integration:** Integrating the platform with SIDH to facilitate data exchange through APIs.

6.3. Functional Requirements

- **Issuance Module:** The no-code interface that allows entities to design certificates and anchor certificates on blockchain. This interface should include drag-and-drop features for adding logos, signatures, and custom text fields, enabling entities to create certificates that reflect their branding and specific requirements.
- **Blockchain Anchoring:** Implement a mechanism where each issued certificate's key attributes are hashed and anchored to the blockchain ledger. This process will ensure that the integrity and authenticity of the certificates can be verified without storing sensitive data directly on the blockchain.
- **Verification Module:** To develop an Interface and API endpoint that enables real-time verification of certificate ledger details which includes block number, block hash, Smart Contract Address and Transaction Hash.
- **API Integration:** Seamless integration with SIDH to fetch necessary data for issuing credentials.
- **User Management:** Role-based access control for different stakeholders.

- **Audit Trail:** Maintaining an immutable audit trail of all transactions.
- **Scalability:** The platform should be scalable to accommodate increasing numbers of users and transactions.
- **Compliance:** Adherence to relevant data protection and privacy regulations as per India IT Act.

6.4. Technical Requirements

- **Blockchain Technology:** Utilize a public permission-less blockchain network.
- **Security:** Implement robust security measures, including encryption and digital signatures and should be ISO 27001 certified.
- **Smart Contracts:** Support for writing and deploying smart contracts.
- **Microservices Architecture:** The platform should be based on a microservices architecture.
- **API Gateway:** An API gateway to manage and secure API calls.
- **Containerization:** Use containerization for deploying different components of the blockchain software.
- **Business Continuity:** Include Business Continuity Planning (BCP) and Disaster Recovery (DR) integration.

6.5. Implementation Plan

Phase	Work Details	Timelines (T)
	Signing of contract & documentation completion	Day 1= T
Phase 1	Requirement gathering and design	T + 14 days (total 15 days) = T2
Phase 2	Development and initial testing.	T2 + 45 days = T3
Phase 3	Deployment and integration with SIDH.	T3 + 30 days = T4
Phase 4	User acceptance testing and go-live.	T4 + 15 days = T5
Phase 5	Maintenance and support	Perpetual basis

The project should go-live on T5 day

- **Phase 1:** Requirement gathering and design. (15 days)
- **Phase 2:** Development and initial testing. (45 days)
- **Phase 3:** Deployment and integration with SIDH. (30 days)
- **Phase 4:** User acceptance testing and go-live. (15 days)
- **Phase 5:** Maintenance and support. (Perpetual basis)

6.6. Deliverables

- Detailed project plan and timeline.
- Design and architecture documents.
- Developed and tested blockchain platform.

- Integration with SIDH.
- User manuals and training materials.
- Ongoing support and maintenance documentation.

6.7. Project Milestones

- **Milestone 1:** Completion of requirement gathering and design.
- **Milestone 2:** Development and initial testing.
- **Milestone 3:** Deployment and integration with SIDH.
- **Milestone 4:** User acceptance testing and go-live.
- **Milestone 5:** Ongoing maintenance and support.

6.8. Technical Stack

- **Blockchain Framework:** EVM Compatible
- **Programming Languages:** Go, NodeJS.
- **Hosting:** NSDC Cloud infrastructure
- **Database:** NoSQL for off-chain data storage.
- **API Management:** API Gateway for managing API calls.
- **Containerization:** Docker or Kubernetes for container management.
- **Security:** Public key cryptography, digital signatures, and encryption.
- **Monitoring and Logging:** Tools for monitoring and logging blockchain activities.

6.9. Payment Schedule

Payments will be linked to the successful completion of project milestones.

Milestone	Project Work	Payment % to be released
Milestone 1	Completion of requirement gathering and design.	20%
Milestone 2	Development and initial testing.	30%
Milestone 3	Deployment and integration with SIDH.	30%
Milestone 4	User acceptance testing and go-live.	20%
Milestone 5	Ongoing maintenance and support.	
Total		100%

7. Termination of Project:

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

8. Service Level Agreement

The following service levels shall be applicable across all projects to be assigned by NSDC to the selected agencies under the ToR:

➤ **Deployed resources**

➤ **On-boarding resources/SPOC**

- Service provider to ensure that the SPOC proposed during the presentation will be deployed on the project for the full tenure of the project, It will be sole responsibility of the service provider to discuss and mutually agree with resource/SPOC for his/her roles and responsibilities deployment. In case the resource is leaving the service provider, the service provider must inform NSDC about the same
- Service provider to appoint a SPOC as early as possible so that relevant updates on the project can be taken
- NSDC may require a formal intimation of the SPOC appointment on the project with their contact details.
- The service provider would be responsible for the overall conduct of the SPOC including the data confidentiality and project's T&C disclosure.

Terms for the deployed resources/SPOC

- NSDC reserves the right to ask for replacement of SPOC/Project Incharge if the said resource, in view of NSDC, is not performing satisfactorily.
 - The resources deployed (SPOC during the project) on the project must be on the payroll of the service provider.
 - The cost related to providing desktop/laptops, internet/connectivity etc. to the service provider's resources deployed on NSDC projects (except unless explicitly stated by NSDC) shall be borne by the service provider only.
 - NSDC does not encourage replacement of resources (SPOC) unless it has been explicitly asked for by NSDC. If, however, due to some pressing needs, NSDC requests a replacement of the SPOC, the replacement SPOC with relevant technical abilities shall be appointed by the service provider.
- **Documents to be submitted by the service provider as a part of project, but not limited to following:**
- BRD
 - Stories
 - HLD and LLD
 - Architecture and solutioning document
 - POC document

- Incident reports and root cause analysis
- Monthly Progress report

➤ **Completion of assignment**

- Completion of task / deliverables to be certified by NSDC provided the service provider deliver the task as per timelines and scope (including quality parameters defined by NSDC (as applicable)) mentioned by NSDC during interaction and mutually agreed with the agency.
- Agency to submit all documents as defined in the RFP for completion of project.

➤ **Single point of contact (SPOC) and Change management.**

- The SPOC (single point of contact) deployed on the project can report the issues / errors / service requests.
 - a) In case there is any change in the SPOC, the service provider shall communicate the details of new SPOC to NSDC within 2 days of appointing new SPOC.
 - b) Both Parties shall decide upon the nature of change request(s) being proposed. The total change request cost shall not exceed 25% of the Total project value. (as per GeM)

9. Payment terms

- a) The payments shall be made at the end of each milestone as mentioned in the scope of work after deducting the penalties as per the failure to address the timelines mentioned in the scope of work.
- b) The payment/invoicing shall be done (after deducting TDS) on monthly basis upon submission of invoice by the service provider to NSDC.
- c) GST shall be paid (as per applicable rate) to the service provider by NSDC on their invoices. However, all other taxes, cesses, levies, duties and any other incidental direct/indirect costs shall be borne by the successful bidder.
- d) Advance payments will not be made.
- e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) Payments as stipulated above shall be subject to meeting the service levels by the service provider as defined in SLA section of this purchase order and appropriations to the amount being paid shall be done (if applicable). Any penalties/ liquidated damages, as applicable, for delay and non-performance, as per the criterion mentioned in this bidding document, will be deducted from the payments.
- g) GST would be paid at the prevalent rates.
- h) Billing will be done post operational acceptance of the milestone by service provider.
- i) The service provider will submit at the end of each month:
 - Monthly progress report
 - System health report

S.N.	Phase	Milestone	Amount
1	Payments* (the payment will be due when the milestone completion is verified by NSDC.	Milestones as defined in the scope of work	The payments shall be made at the end of each milestone based on the scope of work after deducting the relevant penalties (if any).

10. Transition and takeover:

- a) The bidder shall layout the task and activities to be performed to efficiently transit the project from existing partner to new partner (as-is where-is).
- b) The transition plan shall identify the team responsible for a successful transition, the tools, techniques, and methodologies to be used. It should also include contingency planning and risk mitigation.
- c) The bidder should plan and fully takeover the project in not more than 30 days from award of contract, bearing all costs associated with the transition and takeover.

DRAFT AGREEMENT

BETWEEN
NATIONAL SKILL DEVELOPMENT CORPORATION
AND
[<Write name of selected Service Provider>]

This Agreement (“**Agreement**”) is made on [], between:

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

and

[], a [] incorporated under the [], and having its registered office at [] (hereinafter referred to as “**Service Provider**” whose expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and successors-in-interest and permitted assigns).

NSDC and Service Provider shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

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

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

1. Definition and Interpretation

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

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

(B) “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or

administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

- (C) **“Authority”** shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country.
- (D) **“Confidential Information”** includes the contents of this Agreement and all content created pursuant to this Agreement. It also includes, with respect to NSDC and the Service Provider any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, either Party pursuant to this Agreement, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of this Agreement and includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure.
- (E) **“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.
- (F) **“Force Majeure”** means an act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance.
- (G) **“Intellectual Property”** or **“Intellectual Property Rights”** shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case whether in relation to the Services or otherwise, and which exist, or may exist,

in any jurisdiction anywhere in the World.

- (H) “**Order**” shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority.
- (I) **Purchase Order** means the document issued by NSDC to the Service Provider that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of NSDC and the Service Provider, and expected results and deliverables of the respective assignment / project.

1.2. Interpretation

- a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- b) Terms may be defined in clause 1 above, or elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.
- c) Reference to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be.
- d) References to the singular will include the plural
- e) References to the word “include” shall be construed without limitation.

2. Appointment of Service Provider

- 2.1. NSDC hereby engages the Service Provider on nonexclusive basis in accordance with the terms of this Agreement.
- 2.2. The Parties have entered into this Agreement in order to allow NSDC to award one or more Purchase Order under the Agreement. The Service Provider shall provide the Services specified in Schedule I, as and when NSDC issues the Purchase Order specifying the details of Services to be delivered along with the delivery schedule.
- 2.3. Engagement mentioned in clause 2.1 does not guarantee that work will be assigned/ Purchase Order will be issued to the Service Provider.
- 2.4. 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.
- 2.5. It is hereby clarified that the Service Provider shall be considered as finally engaged to provide the Services under this Agreement only upon receipt of the electronic performance security by NSDC in accordance with other terms of this Agreement.
- 2.6. **Sub-Contracting**
 - 2.6.1 The Service Provider shall not sub-contract without the prior written approval of NSDC. Provided that the Service Provider unequivocally agrees that any approved sub-contractor will be required to execute a written agreement with the Service Provider which shall extend all relevant obligations of the Service Provider under this Agreement to the sub-contractor. However, at all times, the Service Provider shall also remain completely responsible for ensuring the satisfactory performance of all subcontracted services.
 - 2.6.2 Notwithstanding any such appointment of sub-contractor, the Service Provider shall remain completely liable and retain overall responsibility and liability towards performance of obligations under this Agreement and shall at all times be liable and responsible for all acts and omissions of its sub-contractor(s).

3. Consideration and Payment Terms

- 3.1. For all the services rendered in accordance with the terms of this Agreement and

- respective SOW, the Service Provider shall be paid by NSDC in accordance with Schedule-II.
- 3.2. Unless otherwise mentioned, for all services rendered, the Service Provider shall be entirely responsible for all applicable taxes, duties, license fees, etc.
 - 3.3. 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 17.
 - 3.4. 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.
 - 3.5. Out of Pocket 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.

4. SERVICE PROVIDER'S RESPONSIBILITIES

- 4.1. The Service Provider shall execute and complete the Services with due care and diligence, and in such manner as may be required and specified under this Agreement.
- 4.2. The Service Provider confirms that it has entered into this Agreement on the basis of a proper examination of the data and information provided by NSDC. The Service Provider acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the obligations in relation to the Services contemplated herein.
- 4.3. The Service Provider shall acquire in its name all applicable Approvals required for the performance of its obligations under this Agreement and comply with terms and conditions thereof while execution of its obligations.
- 4.4. The Service Provider unequivocally undertakes to comply with all applicable laws in force including but not limited to the provisions of the Digital Personal Data Protection Act, 2023. The Service Provider shall indemnify and hold harmless NSDC from and against any and all liabilities, damages, claims, 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.
- 4.5. The Service Provider shall:
 1. diligently carry out the Services in an ethical manner and in good faith.

2. comply with the NSDC's requirements relating to the Services.
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.
4. not make any untrue or misleading statement in relation to NSDC at any time in terms of this Agreement.
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.
- 4.6. The Service Provider agrees that Service Provider shall be solely liable to NSDC for any loss that NSDC may suffer as a result of any act or omission, breach of this Agreement, theft, fraud, breach of confidentiality or other criminal act of the Service Provider or any of its employees, workers, sub-contractor(s) or personnel whatsoever. Further, Service Provider shall be responsible for all compliances related to its employees, sub-contractor(s) and their employees.
- 4.7. The Service Provider shall execute all such separate mutually agreed agreements such as the confidentiality and non-disclosure contract etc. which may be required by NSDC in pursuance of this Agreement.
- 4.8. The Service Provider agrees to be bound by the terms & conditions of the RFP which by their very nature, would apply to Service Provider for providing the Services under this Agreement, and which forms an integral part of this Agreement. Further, unless specified otherwise, in case of any inconsistency between the provision(s) of this Agreement and terms & conditions of the RFP, the provision(s) of this Agreement shall prevail.

5. Term

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

6. Termination

- 6.1. NSDC may terminate this Agreement immediately in the event that:
 - a) Service Provider has committed a breach of any of the terms and conditions, the covenants, representations and warranties or obligations stipulated in this Agreement which cannot be remedied.
 - b) Service Provider fails to provide the Services or has underperformed in providing the Services under this Agreement.
 - c) Any information given by the Service Provider is incorrect or misleading, or a representation, warranty, undertaking or statement made hereunder is incorrect or misleading in any respect.
 - d) Service Provider has committed a material or repeated breach of any of its obligations hereunder and has failed to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice so to do.
 - e) Service Provider goes into liquidation or bankruptcy (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that Service Provider's assets or if the Service Provider enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that Service Provider or any similar occurrence under any jurisdiction affects that Service Provider; or
 - f) Service Provider ceases or threatens to cease to carry on business or is removed from

the relevant register of companies, where applicable.

- 6.2. NSDC may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days.
- 6.3. NSDC may terminate this Agreement immediately if NSDC determines that the Service Provider and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in Corrupt or Fraudulent practices in executing this Agreement. The terms "corrupt" and "fraudulent" are defined in Schedule III to this Agreement.
- 6.4. Either Party's right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.
- 6.5. This Agreement may also be terminated prior to the completion of its term by the mutual consent of both the Parties in writing.

7. Consequences of Expiry / Termination

- 7.1. Upon termination or expiry of this Agreement, any rights or authority granted by NSDC to the Service Provider under this Agreement shall terminate with immediate effect.
- 7.2. Within 7 business days after termination or expiry, upon the request of NSDC, Service Provider will return or destroy, at the option of NSDC, all Confidential Information of NSDC and all materials relating to work in progress of the Services.
- 7.3. Upon termination or expiry of this Agreement, NSDC shall pay Service Provider for all Services rendered validly and in accordance with the terms of this Agreement, including a pro rata portion for Deliverables in progress prior to the date of termination in accordance with Schedule II.
- 7.4. The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.
- 7.5. Upon termination of the Agreement by NSDC, the Service Provider shall provide all necessary support in handing over the project to new incumbent identified by NSDC, handover all relevant documentations like installation documents, any other document prepared as part of the project, provide team support during the handover period and ensure a seamless and smooth transition. The project transfer completion certificate will be provided to the Service Provider only after receiving sign-off from the new incumbent.

8. Service Provider's Representation and Warranties

2. The Service Provider represents and warrants that:
 - 8.1. It validly exists under Laws, and has the power and authority to carry on its business in India, and provide the Services under this Agreement;
 - 8.2. It has the power to enter into this Agreement and comply with its obligations under the Agreement;
 - 8.3. It has full capacity and all Approvals, necessary permissions, consents and licences to enter into and to perform its obligations under this Agreement to provide the Services;
 - 8.4. The execution of this Agreement by the Service Provider does not contravene the provisions of any applicable law or regulation or agreement or document to which it may be or may have been a party;
 - 8.5. The Service Provider shall not, in rendering of its obligations 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.
 - 8.6. Upon execution of this Agreement by the Service Provider, this Agreement shall be legally

- binding on the Service Provider and shall be legally enforceable against it.
- 8.7. The Service Provider or any of its partner, employee or sub-contractor involved in the provision of Services under this Agreement, have not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/ legal investigation for such offences.
 - 8.8. This Agreement is being executed by a duly authorised representative of the Service Provider.
 - 8.9. The Service Provider shall comply with all applicable laws and regulations governing the rendering of Services and shall maintain and keep up-to-date any registration with regulatory bodies and authorities required to render the Services under this Agreement and provide proof of such approvals and registrations to NSDC as and when required by NSDC.
 - 8.10. The Service Provider warrants that its Services will be performed in a good and diligent manner. The Service Provider agrees to re-perform any Services not in compliance with this warranty brought to its attention by NSDC. Additionally, Service Provider warrants that its Deliverables are original content and shall conform to their relevant specifications. Service Provider agrees to correct any such Deliverables not in compliance with this warranty brought to its attention by NSDC.

9. Performance Guarantee:

- 9.1. Within 10 working days from the signing of the Agreement by both the Parties, the Service Provider shall furnish to NSDC the electronic performance security (5% of PO value) of Rupees [] only (INR []). The electronic performance security shall be denominated in Indian Rupees and shall be in the form of an unconditional bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the NSDC, in the format provided by the NSDC (may refer Schedule-V).
- 9.2. In the event NSDC terminates this Agreement in accordance with any provision of sub-clause 6.1 and 6.3 of the Agreement, NSDC shall forfeit and encash the electronic performance security submitted by the Service Provider.
- 9.3. The electronic performance security, unless encashed will be returned to the Service Provider not later than 90 days post expiry / termination of Agreement.

10. Personnel

- 10.1. The Service Provider shall deploy personnel for providing the Service only after they have been screened, to ensure that they meet the minimum quality standards. The title agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each consultants, key employees shall be described in Schedule IV. (“Key Employees”).
- 10.2. The Service Provider shall immediately terminate and replace a Key Employee who has: (a) breached any terms and conditions of this Agreement; or (b) has committed a data breach or (c) is in anyway not in compliance with Applicable Law.
- 10.3. NSDC shall have the right to interview any of the Key Employees engaged by the Service Provider to ensure they are duly qualified to provision the Services.
- 10.4. In the event that any of the Key Employees resign or cease to provide their services due to reasons beyond the control of the Service Provider, the Service Provider shall immediately replace such Key Employees, with equally competent resources, and ensure that a complete knowledge transfer, and all other processes required to maintain business

- continuity.
- 10.5. In the event that any Key Employee fails to meet the reasonable expectations of NSDC, NSDC may request a replacement, and the Service Provider shall promptly replace, with a suitable and equivalent replacement.
- 10.6. **Substitution of Key Experts**
- a. If any of the Key Experts become unavailable, the Service Provider shall provide a written adequate justification and evidence satisfactory to NSDC together with the substitution request. In such case, a replaced Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.
 - b. Service Provider cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity death or any other unanticipated circumstances from the project start date unless there is written approval of the VP- IT & Digital, NSDC.
 - c. The Key Experts have to be full-time on this project and at the location mentioned as per the terms and conditions of the Agreement . This clause is non-negotiable and penalties to an extent of 50% of the fee for the Key Expert may be levied for the entire balance period of the Agreement for such change request, unless an acceptable replacement is provided within 15 days of such change request. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by VP- IT & Digital, NSDC.
 - d. If NSDC finds that any of the personnel have committed serious misconduct or have been charged with having committed a criminal action, or have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Service Provider shall, at the NSDC's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.
 - e. If the Service Provider fails to provide a replacement of any Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to NSDC, such proposal will be rejected.
 - f. Sub-Contracting
 - i. Sub-Contracting of Key Experts is not allowed, and all the resources should be on the payroll of the Technical Consultant.
 - ii. **Service Provider** to provide a Self-Certificate from its Head – HR or Authorized Signatory that the resources deployed on the Project is on the Payroll of the Technical Consultant, at the start of the project. This Certificate needs to be provided annually.

11. Compliance with Laws

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

12. Intellectual Property Rights

- 12.1. 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").
- 12.2. Service Provider understands that the data and information are collected and compiled for NSDC in order to meet its business requirements. The information collected for this assignment as well as provided by Service Provider 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.
 - 12.3. Service Provider hereby agrees and undertakes that it has no interest whatsoever in the information collected by it and the formats created and shall not use the same for any purposes whatsoever other than as set out in this Agreement.
 - 12.4. 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.
 - 12.5. Service Provider, subject to Clause 12.6 below and to any restrictions applicable to any third-party materials embodied in the Deliverables, hereby grants to NSDC a perpetual and exclusive rights to use, copy and prepare derivative works of the Deliverables, for purposes of publication and / or NSDC's internal business (which includes any business associated with any Ministry of India) only. All other intellectual property rights in the Deliverables shall remain with and/or are assigned to NSDC.
 - 12.6. NSDC shall have or obtain no rights in any Service Provider Knowledge Base other than (a) to use the same on a non exclusive and non transferable basis and otherwise as authorized by Service Provider, (b) to the extent the Service Provider Knowledge Base is incorporated into a Deliverable, to use it on a non exclusive and non transferable basis as part of the Deliverable for purposes of NSDC's internal business objective (which includes any business associated with any Ministry of India), or (c) pursuant to Service Provider 's standard licence for such Service Provider Knowledge Base or, in the case of Service Provider Knowledge Base owned by third parties, pursuant to terms acceptable to the applicable third party and as intimated to NSDC by Service Provider. If any Service Provider Knowledge Base is made available to NSDC under (a) above, it will be made available in an "AS IS" condition and without express or implied warranties of any kind; and any Service Provider Knowledge Base made available under (c) above shall be subject only to applicable terms of the applicable licence.
 - 12.7. 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 12.

12.8. Service Provider shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques (which does not contain any information, data, input etc. of the Services or any reference of this) that are acquired or used in the course of providing the Services.

12.9. This Clause 12 shall survive the termination or expiry of this Agreement.

13. Indemnification

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

14. Limitation of Liability

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

14.2. Notwithstanding anything contained in this Agreement, the aggregate liability of the Service Provider under this Agreement shall not exceed the total amount payable (whether paid or not) to the Service Provider under this Agreement.

14.3. The above limitations of liability and exclusions from liability set forth in this Clause 14 shall not apply (i) in cases of gross negligence or wilful misconduct; or (ii) to any liability arising out of fraudulent conduct or (iii) to statutory liability.

15. Use of Confidential Information

15.1. During the course of performance of the Services under this Agreement, the Service Provider may have access to information which could be confidential and proprietary information of NSDC as well as of its associates, affiliates, partners or its clients, including but not limited to business plans, financial information, mechanisms, business related functions, activities and services, computer lists, knowledge of customer needs and preferences, trade secrets, business strategies, marketing strategies, methods of operation, tax records, markets, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, other valuable information, personally identifiable information, confidential information and trade related information relating to the activities of NSDC or its associates and partners (collectively the “**Confidential Information**”). Any Confidential Information shall be considered confidential regardless of whether or not it is expressly marked as being confidential or proprietary and regardless of the form in which such information is communicated to the Service Provider, whether it be oral, in writing or by any other form or mode of communication (including,

- but not limited to electronic or magnetic recordings and e-mail communications).
- 15.2. The Service Provider agrees and undertakes not to disclose or disseminate (or cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, without the express prior written authorization by NSDC. Without prejudice to the generality of the foregoing, it is understood that Confidential Information may be disclosed by the Service Provider only for the purpose of complying with its contractual obligations under this Agreement. In any event, the Service Provider shall ensure that any person to whom Confidential Information is communicated by the Service Provider, must abide by the terms of this Clause 15 as if they were themselves a party to it.
 - 15.3. Notwithstanding the foregoing, the Service Provider may disclose Confidential Information, while safeguarding to the greatest extent possible the confidential nature of the Confidential Information, to its legal advisors, tax consultants and accountants or other member firms of Service Provider or Service Provider's information technology vendors for the purpose of performance of its obligations under this Agreement only and not for any other purpose or for carrying out internal, support, administrative, support, financial purposes, risk management or other quality checks for the Service Provider after obtaining prior written permission from NSDC.
 - 15.4. The Service Provider undertakes not to use (and to take reasonable efforts to cause any person to whom it has communicated Confidential Information not to use) Confidential Information, except in accordance with this Agreement. More generally, nothing in this Agreement related to the disclosure of Confidential Information shall be interpreted as a licence, implicit or explicit, to use the Confidential Information in any manner other than as contemplated herein or, more generally, for the purpose for which it was disclosed.
 - 15.5. The Service Provider shall, in particular, take all reasonable measures, which are appropriate to safeguard the Confidential Information. The Service Provider shall immediately inform NSDC in writing of any unauthorized use or disclosure of Confidential Information of which it may become aware and it shall assist NSDC in ending such unauthorized use or disclosure.
 - 15.6. All Confidential Information (including, but not limited to, documents, drawings, sketches and electronic or magnetic recordings and e-mail communications) on which Confidential Information appears or is recorded shall remain the NSDC's property. Accordingly, except for the purpose of sharing Confidential Information with persons to whom disclosure is permitted, the Service Provider unequivocally undertakes not to make any copies of Confidential Information without the NSDC's prior written consent and it shall immediately, at NSDC's first request (i) return to NSDC or destroy all copies of such Confidential Information it may be holding; and (ii) confirm in writing to NSDC that any such media containing Confidential Information in any form has been returned to NSDC or completely destroyed so that the Confidential Information is no longer readily recoverable. Provided however, that the Service Provider may retain such copies of such Confidential Information that may be required by it for its legal and regulatory purposes.
 - 15.7. At NSDC's request, the Service Provider shall provide NSDC with a detailed list of any person(s) to whom Confidential Information has been disclosed/ communicated by it.
 - 15.8. It is understood that Confidential Information shall not include any information which:
 1. has entered the public domain prior to its disclosure or subsequently, provided in the latter case that such entry was not due to the Service Provider's action or inaction, or

- due to the action or inaction of any third party to whom it may have communicated Confidential Information;
2. was received from a third party in a lawful and unrestricted manner without violation of the terms hereof or of the terms of a similar agreement; and
 3. was known to the Service Provider at the time of its disclosure, the burden of proof in such case being placed on the Service Provider.
- 15.9. In the event the Service Provider is required, under any law or by a court order, to disclose any Confidential Information, it may make only such disclosure while safeguarding to the greatest extent possible the confidential nature of the Confidential Information that would satisfy the requirement of such law or such court order, as the case may be, and nothing more. It is further agreed that before making any such disclosure, the Service Provider shall consult NSDC to the extent legally permissible and reasonably practicable in the circumstances.
- 15.10. The Service Provider recognizes that the protection of Confidential Information is essential to NSDC and that any unauthorized disclosure of Confidential Information is likely to cause NSDC significant harm and prejudice. Accordingly, without prejudice to any other recourse available to NSDC (including injunctive or interlocutory relief), the Service Provider acknowledges, agrees and undertakes that in the event of a breach of any terms of this Clause 15 caused by it or any third party to whom such Confidential Information has been disclosed, the Service Provider shall hold NSDC harmless and fully indemnified which NSDC may have suffered as a result of such disclosure.
- 15.11. The Service Provider shall comply with all applicable laws in force including laws relating to privacy and data protection.
- 15.12. The provisions of this Clause 15 shall survive the expiry or termination of this Agreement.

16. Force Majeure

- 16.1. Neither party will be liable for any loss or damage resulting from delay or failure to perform any of its contractual obligations within the time specified as a result of causes beyond its control ("Force Majeure"). Force Majeure may include, by way of example but not limitation, those circumstances beyond the control of the affected party such as acts of God, the public enemy, acts of government, or any department or agency thereof, as well as fire, flood, earthquakes, pandemic, epidemics, quarantines, riots, wars, civil insurrections, freight embargoes, labour disputes, localized conflicts, accidents, and unusually severe weather.
- 16.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure provided the affected party informs the other party about such Force Majeure event immediately but not later than 7 days of its occurrence, and the date of performance of the work will be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure occurs, the affected party shall notify the other party in writing of the existence of the Force Majeure (the "Force Majeure Notice"), and both parties will attempt to mitigate the effect of the Force Majeure as much as possible. If such Force Majeure shall continue for more than 30 (thirty) days from the date of the Force Majeure Notice, both parties shall have the right, upon written notice to the other party, to terminate this Agreement.
- 16.3. The above is without prejudice to the rights already accrued to the parties as a result of their performance or failure to perform, either in whole or in part pursuant to their

- obligations under the Agreement, prior to the occurrence of events of Force Majeure.
- 16.4. NSDC shall not have any obligation to make any further payments to the Service Provider under this Agreement in the event of a Force Majeure except for Services already rendered under this Agreement.

17. Governing Law, Dispute Resolution and Jurisdiction

- 17.1. All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, that cannot be amicably resolved by mutual discussion within 30 (thirty) calendar days, shall be settled as per the provisions of the Arbitration and Conciliation Act, 1996 which shall be final and binding arbitration. The proceedings of the arbitration shall be in accordance with the Rules of Arbitration of the Indian Dispute Resolution Centre (“IDRC”) which rules are deemed to be incorporated by reference in this clause and the award made in pursuance thereof shall be binding on the Parties.
- 17.2. 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.
- 17.3. This Agreement shall be governed by and construed in accordance with the laws of India.
- 17.4. Subject to Clause 17.1, all disputes arising from this Agreement between the Parties shall be subject to the jurisdiction of the Courts at Delhi/New Delhi only.

18. COMPLIANCE WITH ANTI-CORRUPTION LAWS

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.
2. The Service Provider irrevocably, unequivocally and explicitly undertakes, assures and agrees to:
 - (i) observe the highest standards of ethics during rendering of the Services and undertakes to take all measures necessary to prevent “corrupt practices” at all times during the discharge of its obligations under this Agreement;
“corrupt practices” shall mean and include, but not be limited to, offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the rendering of the Services, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any governmental official, etc.;
 - (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from NSDC to a public official or any person in violation of any applicable laws relating to anti-corruption or anti-bribery;
 - (iii) comply with all the applicable laws of India relating to anti-corruption or anti-bribery, including but not limited to PCA and IPC.
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 18.3 by the Service Provider.

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.
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 18 hereof.
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 18.

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

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

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

1. Service Provider shall remove its personnel's authorization to access NSDC's Information and related assets upon such personnel's termination of employment, resignation, or other separation from service with Service Provider. Service Provider shall also inform NSDC within 3 days about such terminations/change of employment. Service Provider shall also remove its personnel's authorization if the personnel is found to have violated Service Provider's confidentiality or security policies.
2. Service Provider shall take all necessary steps to ensure that upon termination/resignation/separation etc. of its personnel, such personnel's access to NSDC's Information and related assets is terminated, including but not limited to:
 1. Disabling the personnel's login credentials.
 2. Deleting the personnel's access permissions.
 3. Returning any physical media and information asset containing NSDC's Information to Service Provider.
1. Service Provider shall be liable to NSDC for any damages caused by the its failure to remove its personnel's authorization to access NSDC's Information and related assets in accordance with this clause.
2. In case electronic communication medium is provided to Service Provider by NSDC, Service Provider agrees and undertakes to adhere to NSDC's electronic communication usage policy.

2. Training and awareness requirement related to information security

1. Service Provider shall provide all of its employees who have access to the NSDC's Information with training and awareness on information security. The training shall be provided at least once per year, and more frequently as needed.
2. NSDC may terminate the Agreement if Service Provider fails to provide training and awareness on information security to its employees. NSDC may also seek damages from Service Provider for any losses caused by the Service Provider's failure to provide training and awareness on information security.
3. **Assigning a point of contact by Service Provider who will notify NSDC in case of any security incidents/breach.**

Service Provider shall designate a point of contact (POC) who will be responsible for notifying NSDC of any security incidents or breaches. The POC shall be available 24/7 and should be able to communicate with NSDC in a timely manner.

4. Background Verification Checks regarding Service Provider users-

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

(a) Criminal background check.

(b) Employment verification.

(c) Education verification.

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

- (2) Results of Background Verification Checks- The results of the background verification checks shall be made available to NSDC. NSDC shall have the right to refuse to authorize access to NSDC's Information and related assets to any Service Provider's personnel whose background verification check results are not satisfactory to NSDC.
- (3) Effect of Refusal to Authorize Access - If NSDC refuses to authorize access to NSDC's Information and related assets to a user of Service Provider, Service Provider shall immediately remove the user's authorization to access such information and assets.

5. BCP Plan

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

6. Right to Audit

NSDC shall have the right to conduct Audit on Service Provider's compliance with the terms and conditions of this Agreement.

7. Penalties

If Service Provider breaches any of the terms and conditions set forth in this Agreement, Service Provider shall be liable for a penalty as levied by NSDC which shall not be less than the amount of loss, fine, penalty, liability etc. suffered by NSDC and / or the aggregate of the amounts provided in one or more applicable laws.

20. Miscellaneous

- 20.1. **Entire Agreement:** This Agreement, the Schedules and recitals hereto (which are hereby expressly incorporated herein by reference) constitutes the entire understanding between the Parties, and supersedes all other discussions and understanding between the Parties.
- 20.2. **No Benefits:** Since the Service Provider is being appointed by NSDC to perform the Services under this Agreement as an independent Service Provider and not as an employee of NSDC, no benefits as applicable to the employees of NSDC under the policies of NSDC or applicable labour laws or applicable shops and establishment act or any other applicable employment related law(s) shall be available to the Service Provider or to its employees, and the Service Provider hereby agrees and undertakes not to claim such employment benefits from NSDC. Owing to the nature of the engagement, the Service Provider unequivocally and unambiguously agrees, acknowledges and undertakes that it shall have no claim for employment related benefits against NSDC for vacation, vacation pay, sick leave, retirement benefits, workmen's compensation, health and disability benefits or employee benefits of any kind.
- 20.3. **Assignment:**
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.
 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 fulfil and perform all its obligations to such assignee, in accordance with the terms and conditions of this Agreement, as if such assignee were NSDC herein and shall execute all documents required in this behalf by NSDC.
- 20.4. **Amendments:** The terms and condition of this Agreement shall not be changed or modified except by written amendment mutually agreed between NSDC and the Service Provider.
- 20.5. **Waiver:** The failure of either NSDC or the Service Provider to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of NSDC and the Service Provider hereto. NSDC and the Service Provider acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each of NSDC and the Service Provider, as the case may be, hereto.
- 20.6. **Delays or Omissions:** No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any Party shall

be cumulative and not alternative.

20.7. Relationship:

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 sub-clause 20.7(a) shall survive the termination or expiry of this Agreement.
2. The Service Provider 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.

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

To NSDC:

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

To Service Provider:

[]

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

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

- 20.11. Severability:** Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall (i) as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability

without invalidating the remainder of such provision or the remaining provisions of this Agreement, and (ii) not affect the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, NSDC and the Service Provider shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

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

20.13. **Counterparts:** This Agreement may be executed in two (2) counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

-----execution page follows-----

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

For National Skill Development Corporation	For <Name of Service Provider>[]
Sign: _____	Sign: _____
Name: _____	Name: _____
Title: _____	Title: _____

**SCHEDULE I
SERVICES**

As mentioned in the scope of work

SCHEDULE -II
Payment Terms

- The payment would be done on the achievement/completion of the milestones as mentioned in the scope of work
- The service provider will communicate the milestone completion to NSDC and after the verification of the completion, NSDC will certify the completion.
- After NSDC's certified completion, the service provider shall produce their invoices.

Milestone	Project Work	Payment % to be released
Milestone 1	Completion of requirement gathering and design.	20%
Milestone 2	Development and initial testing.	30%
Milestone 3	Deployment and integration with SIDH.	30%
Milestone 4	User acceptance testing and go-live.	20%
Milestone 5	Ongoing maintenance and support.	
Total		100%

**Schedule -III-
Fraudulent or Corrupt Practices**

Section 6. NSDC Policy –Corrupt and Fraudulent Practices

1. It **should** be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:
 1. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
 2. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
 3. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and

"Fraudulent Practice", mean following:

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

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

Schedule IV
Performance Security - Bank Guarantee
[Guarantor letterhead or SWIFT identifier code]

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

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

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

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

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

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

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

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

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

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

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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