

# INVITATION FOR EXPRESSION OF INTEREST (EOI) FOR SHORTLISTING OF CONSULTANT(S)

"Mapping of courses to SSC NASSCOM Standards and Foundation Curriculum"

Unique Reference Number: SSC NASSCOM (FS PRIME) EOI 2011 /2020

EOI Invite release date: 30th November 2020

**EOI Submission Last date: 21st December 2020** 

# Issued by:



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



# NOTICE INVITATION FOR EXPRESSION OF INTEREST (EOI)



For Shortlisting of Consultant(s) for "Mapping of courses to SSC NASSCOM Standards and Foundation Curriculum"

With reference to the EOI Ref no: SSC NASSCOM (FS PRIME) EOI 2011/2020 for Shortlisting of Consultant(s) for "Mapping of courses to SSC NASSCOM Standards and Foundation curriculum" dated  $30^{th}$  November 2020 issued by IT ITeS SSC NASSCOM

Complete EOI could be downloaded from the website: <a href="https://www.sscnasscom.com/request-Proposal/">https://www.sscnasscom.com/request-Proposal/</a>

Last date & time for issue/submission of EOI- 21st December 2020 by 05:00 PM

For any queries, contact: Ms. Sakshi Madaan, Email: sakshi@nasscom.in



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# **Section 1: Definitions**

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specifically described as part of this agreement.
- (c) "Client" or "NASSCOM" means National Association of Software and Service Companies acting through its IT/ ITeS Sector Skills Council that shall sign the Contract for the Services with the selected Consultant.
- (d) "Consultant" means a legally-established professional consulting firm or an entity that intends to provide Services to the Client and is submitting its proposal as part of the instant RFP.
- (e) "Contract" means a legally binding written agreement signed, in person or digitally, between the Client and the selected Consultant.
- (f) "Day" means a calendar day.
- (g) "Government" means the government of the Client's country.
- (h) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (i) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (j) "Proposal" means the submission of the documents as prescribed in the EOI document.
- (k) A "Proposer" means any entity who have submitted their application in the prescribed form in response to EOI document intending to provide the services to the "Client" as specified therein.
- (l) "Services" means the work to be performed by the selected Consultant pursuant to the Contract.
- (m) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.



- (n) "National Occupational Standards (NOS)" specify the standard of performance an individual must achieve to carry out a function in the workplace, together with the knowledge and understanding they need to meet that standard consistently. Occupational Standards are applicable both in the Indian and global contexts.
- (o) **Performance Criteria** are statements that together specify the standard of performance required when carrying out a task.
- (p) A **Qualification Pack** (**QP**) is a combination of NOS which are aligned to one particular Job Role.
- (q) **National Skills Qualifications Framework (NSQF)** is a competency-based framework that organizes all qualifications according to a series of levels of knowledge, skills and aptitude. Job roles are aligned to the National Skill Qualifications Framework (NSQF) at various proficiency levels

# **Section 2: Invitation for EOI**

Proposers are advised to study this EOI document carefully before submitting their Proposals in response to this EOI Notice. Submission of a Proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

S. No	Information	Details
1	EOI Notice release date	30 <sup>th</sup> November 2020
2	EOI validity period	180 days from the last date (deadline) for submission of proposals.
3	Last date (deadline) for submission of EOI	21st December 2020 by 05:00 PM
4	Opening of EOIs	22 <sup>nd</sup> December 2020
5	Contact person for queries	Name- Sakshi Madaan Designation- Content Lead - FutureSkills Tel: +91 9582212514 Email: sakshi@nasscom.in
6	Email Id at which Proposal in response to EOI notice is to be send.	sakshi@nasscom.in



# **Section 3: Background**

NASSCOM, a not-for-profit industry association, is the apex body for the 180-billion-dollar IT BPM industry in India, an industry that had made a phenomenal contribution to India's GDP, exports, employment, infrastructure and global visibility. In India, this industry provides the highest employment in the private sector.

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

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

#### **About FutureSkills PRIME**

FutureSkills PRIME (Programme for Re-skilling/ Up-skilling of IT Manpower for Employability)

The Government of India through MEITY and NASSCOM have partnered to build India's Digital Talent Stack through FutureSkills PRIME, an online platform that aims to reskill & upskill Indian citizens and aims to impact 4 lakh beneficiaries over the next three years.

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

The platform would provide multiple options (over 70 job roles and 155 distinct tasks (NOS) under 10 new emerging technologies) to the interested candidates, for their skilling needs on:

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

## **FutureSkills PRIME Framework**



Some of the components of the FutureSkills PRIME framework would include the following:

- Discovery the candidate signs up to learn what the new and emerging technologies are, what are the possible job roles and skills needed, what learning choices are available, etc.
- Samplers the candidate will be able to gain access to some of the best content from across the world, inter-alia including some of the current industry offerings, videos, blogs, articles, etc., on new and emerging technologies which would be instrumental in guiding him/her towards the areas where he/she wishes to skill himself/herself. The idea here is to get maximum people enrolled onto the platform that would enable to accomplish our mission, as stated above.
- Registration and Diagnostic to access deep skilling and blended learning programmes, the
  candidate registers to undergo continuous informal learning and is provided with a free
  diagnostic that would attempt an analysis of their aptitude and capabilities so that they can be
  guided on their way forward within the platform and also in the outer world.

# **Section 4: Objectives**

Although there are a number of course available to the learners in India, the need of the hour is to provide courses that are industry ready and based on the industry approved curriculum. NASSCOM SSC works with various companies, through industry working groups, to create curriculum and job competencies that are aligned with what the industry needs. In order to provide learners an opportunity to undertake courses that are aligned with industry approved curriculum, NASSCOM SSC maps/aligns the courses of the content/training providers to national occupational standards of various technologies and foundation curriculum. The exercise requires specific technical expertise and capability and understanding of the digital learning space.

# **Section 5: Scope of Work**

The scope of the project under the EOI ("project") shall include (but will not be limited to) the following:

- i. Mapping of 200-250 courses to National Occupation standards (NOS) / Foundation Curriculum (FC) (delivered in different modes like self-paced online, Online VILT & ILT (offline) or blended).
  - Around 200-250 NOS/FC will be covered under this project



- Preference is to have a minimum of two courses per NOS / FC) (One course can map to multiple NOSs). However, number of courses to be mapped to a particular NOS/FC may change as the project progresses, depending on the demand and supply.
- Activities to be taken out during the course mapping are as follows:
  - a) Create mapping templates for NOS/FC
  - b) Initial filtering of mapping received from content partners
  - c) Go through courses to validate the mapping details provided by content partners for NOS/ Foundation and identify gaps, if any
  - d) Share detailed analysis of the content mapping and handle queries raised by content partner.
  - e) Re-map the course/s once identified gaps have been addressed by content partner
  - f) Finalize the qualifying criteria of the mapped course, with NASSCOM/SSC NASSCOM
  - g) Score the course being mapped against the qualifying criteria
  - h) Share assessment recommendations
  - i) Submit final project report
- ii. Recommend specific tools & techniques basis course mapping for performance criteria's of a NOS/ topics of FC, on which a learner should be assessed
- **Technologies in focus** AI, BDA, Cloud Computing, Cyber Security, IoT, RPA, Blockchain, Web, Mobile Development & Marketing, 3D Printing & Modelling, AR/VR. In addition to these listed technologies other additional technologies could also be added.

# Section 6: Timelines of Deliverables and Reporting

#### 6.1. Timelines of Deliverables

Sl.	Description of Work	Tentative Completion Date
No.		
1	Content mapping validation turnaround per course	Within 5 days of providing the
		access to the course
2	Assessment recommendation to be provided after	Within 7 days of completion of
	mapping of 2 or more courses to a NOS/FC.	mapping of 2 courses to a NOS/FC.



# **6.2. Project Review and Reporting**

Review to be as per the activity charts. In addition, mid-term review may be organized as per requirement. The ideal review structure is detailed below (may change according to project requirements).

Sl.	Type	Participants	Frequency
No			
1	Weekly	Project Teams of selected Consultant(s) and	Once Every Week
		NASSCOM/ SSC NASSCOM	
2	Fortnightly	Project Teams (Selected Consultant(s) and	Once Every 14
		NASSCOM) and NASSCOM/ SSC NASSCOM	Days
		Project Lead/Director	
3	Monthly	Project Teams and NASSCOM/ SSC NASSCOM	Once Every 30
		Project Lead/Director and SMEs	Days
4	Steering	Project Teams and NASSCOM SSC Project	Once Every 45
		Lead/Director, Selected Consultant's Project	Days
		Director and SMEs	
5	Final	Project Teams and Steering Team	At the end of the
			project

# **Section 7: Expected Outcomes/Deliverables**

In order to achieve the expected outcomes/deliverables for the above-mentioned scope of work (Point (3)), the following activities to be carried out:

Sl. No	Activity	Deliverable
1	Create Mapping template:	Final Course Mapping Template (FC and
	Topic/PC-wise mapping template	NOS for identified technologies):
	Practical topic identification	
	Sub-topics where specific	
	tool/techniques need to be mentioned	
	for each course being mapped	
2	Validate & finalize qualifying criteria	Final qualifying criteria for FC and NOS,
	for FC and NOS:	for all identified technologies, to include
		(not limited to):
		Theory mapping %
		Practical mapping %
		Cost – Upper limit
		Duration range
		% Excess
		% Duplication



		Tool usage in case of multiple courses Prerequisites
3	Content mapping analysis	Detailed Analysis of the course mapping to
		be shared with content partner
		Excess content % with topics
		Duplicate Content %
		Overall Relevance score (% mapping to
		FC/NOS)
		Practical coverage
		Highlighting missing topics/gaps
		Suggestions/guidance on bridging
		identified gaps
4	Assessment recommendations	Capture details of tools and techniques
		from courses mapped against Performance
		Criteria / Topics of FC. Basis details
		captured, recommend specific tools and
		techniques on which a learner should be
		assessed
5	Validate the mapped courses against	Partner-wise course scoring against
	Qualifying Criteria	Qualifying Criteria to come at a Go / No-
		Go decision
6	100% aligned Courses	Min of 2 Courses for each NOS/FC
7	Project Report	Final Project Report detailing activities
		undertaken, tasks completed, final mapping
		sheets & assessment recommendation of all
		courses validated

# Section 8: Eligibility and Evaluation Criteria

Finalization of Consultant(s) will be done in two stages:

- 1. Shortlisting of Consultant (s) at Stage -I based on pre-qualification/eligibility criteria from the Proposals submitted by the Proposers as a response of notice of EOI.
- 2. Finalization of Consultant(s) in Stage -II shall be done based on bids submitted for Technical and Financial Evaluations as a response of RFP

# i. Stage I (Expression of Interest): Pre-qualification evaluation

In this stage, Proposal shall be evaluated based on the eligibility listed below ("pre-qualification criteria") and only those Proposals which are found eligible against the required criteria, shall be considered for the next stage which is the final evaluation.



# **Pre-qualification criteria**

Proposer participating in the EOI shall possess the following minimum pre-qualification/ eligibility criteria.

Sl. No.	<b>Basic Requirement</b>	Specific Requirement	<b>Documents Required</b>
1	<b>Legal Entity</b>	The Proposer should be a company	Copy of Certificates
		registered under Indian Companies Act	of incorporation /
		OR	Certificate of
		A partnership firm registered under	Registration
		Indian Partnership Act, 1932.	
		OR	
		A Limited Liability Partnership	
		registered under Indian Limited Liability	
		Partnership Act, 2008	
		OR	
		A proprietorship firm registered under the	
		local Shops & Commercial	
		Establishments Act of the state where it is	
		situated, or a similar Act of any other	
		State/ Union, as applicable (Note: A self-	
		certified declaration regarding the non-	
		applicability of registration to any Act, if	
		any, should be submitted by the Proposer)	
2	Financial: Turnover	Annual Average Turnover of the	CA Certificate with
		Proposer from for the last three financial	CA's Registration
		years i.e. (2017-18, 2018-19 and 2019-	Number/ Seal
		20) as per the last published audited	
		balance sheets), should be at least Rs. 50	
		Crores	
3	Financial: Net Worth	The not wouth of the Duenessus as non the	CA Certificate with
3	Tillaliciai. Net Worth	The net worth of the Proposer as per the last published balance sheet on 31-03-	CA's Registration
		2020, should be positive.	Number/ Seal
		2020, should be positive.	Number/ Sear
4	Technical Capability	The Proposer should have prior	Work Completion
		experience in working in skill	Certificates from the
		development/digital learning space in last	client or Work Order,
		three years.	Phase completion
			certificate.
	Transported to	The Decree of cold 1 (1 C II )	Carias af DAN
6	Tax registration and	The Proposer should have the following	Copies of PAN
	clearance	registrations:	



		1. Registration under the Goods and	GST registration
		Service Tax Act, 2017 for the state where	Certificate/ Number
		his business is located;	
		2. Income Tax / PAN number.	
7	Mandatory	Proposer should: -	Annexure II:
	Undertaking	a) not be insolvent, in receivership,	Declaration
		bankrupt or being wound up or in the	
		process of being wound up, not have its	
		affairs administered by a court or a	
		judicial officer, not have its business	
		activities suspended and must not be the	
		subject of any legal proceedings/claims	
		for any of the foregoing reasons;	
		b) not have, and their directors and	
		officers not have, been convicted of any	
		criminal offence related to their	
		professional conduct or the making of	
		false statements or misrepresentations as	
		to their qualifications to enter into a	
		procurement contract within a period of	
		three years preceding the date of	
		submission of Proposal, or not have been	
		otherwise disqualified pursuant to	
		debarment proceedings;	
		c) not have been debarred or blacklisted	
		by any statutory authority, government	
		department or NASSCOM;	
		d) not have a conflict of interest in the	
		procurement in question as specified in	
		the EOI document.	

The Proposer is required to submit documentary evidence in support of qualifying criteria. The Proposer, who meet the above criteria shall only be considered for Stage II.

# ii. Stage II (Request for Proposal ("RFP")): Quality cum cost-based evaluation ("QCBS")

In this stage, Proposal shall be evaluated for technical and financial scores based on the parameters to be defined in the RFP and shall be based on QCBS methodology. Please note that as stated above, RFP will be issued only to the Proposer shortlisted in Stage I.

# **Section 9: Instructions to Proposer**

NASSCOM/ SSC NASSCOM plans to enter into a Contract for the specified Scope of Work (Section



5) hereunder. The Contract entered into shall be valid for period of **two** years reckoned from date of the award of the Contract. The Proposer is required to submit their Proposal for the same in accordance with the instructions as mentioned below:

# i. Completeness of response

- a. Proposers are advised to study all instructions, forms, terms, requirements and other information in this EOI document carefully. Submission of Proposal will be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications.
- b. The response to this EOI document should be full and complete in all respects. Failure to furnish all information required by this EOI document or submission of a Proposal not substantially responsive to the EOI document in every respect will be at the Proposer's risk and may result in rejection of its Proposal.
- c. EOIs will be evaluated based on the submission of complete Proposal before the deadline, post which, under no circumstances, any information or clarifications that may change the Proposals will be entertained.
- d. Any issue which seek to be clarified with the selected Consultant(s) will be discussed during negotiations.

# ii. Proposal preparation costs

- a. The Proposer is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions, preparation of Proposal, in providing any additional information required by NASSCOM/ SSC NASSCOM to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the evaluation process. NASSCOM/ SSC NASSCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation process.
- b. This EOI document does not commit NASSCOM/ SSC NASSCOM to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this Proposal.
- c. All materials submitted by the Proposer will become the property of NASSCOM/SSC NASSCOM and may be returned completely at its sole discretion.

# iii. Pre-proposal meeting

NASSCOM shall hold a pre-Proposal meeting with the prospective Proposer on 8<sup>th</sup> December 2021 on a virtual platform. Please write to Ms. Sakshi Madaan at <a href="mailto:sakshi@nasscom.in">sakshi@nasscom.in</a> to get meeting details.



The Proposer will have to ensure that their queries for pre-Proposal meeting should reach Ms. Sakshi Madaan, e-mail: <a href="mailto:sakshi@nasscom.in">sakshi@nasscom.in</a> by email on or before 4<sup>th</sup> December 2021, 05:00 PM.

All queries to be raised in the pre-proposal meeting will relate to the EOI alone.

# iv. NASSCOM/ SSC NASSCOM's right to modify submission deadline

NASSCOM/ SSC NASSCOM may, in exceptional circumstances and at its discretion, can extend the deadline for submission of Proposals by issuing a corrigendum or by intimating all Proposer who have been provided the Proposal documents, in writing or by facsimile, in which case all rights and obligations of the project and the Proposers previously subject to the original deadline will thereafter be subject to the deadline as extended.

# v. NASSCOM/SSC NASSCOM's right to terminate the process

- a. NASSCOM/ SSC NASSCOM may terminate the EOI process at any time and without assigning any reason. NASSCOM/ SSC NASSCOM makes no commitments, explicit or implied that this process will result in a business transaction with anyone. In such case, notwithstanding anything contained herein, NASSCOM will not entertain any expense claim arising out of fully or partly on account of termination of the EOI process.
- b. This EOI invite does not constitute an offer by NASSCOM/ SSC NASSCOM. The Proposer's participation in this process may result in NASSCOM/ SSC NASSCOM shortlisting the Proposer to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by NASSCOM/ SSC NASSCOM to execute a contract or to continue negotiations. The NASSCOM/ SSC NASSCOM/ SSC NASSCOM may terminate negotiations at any time without assigning any reason.

#### vi. NASSCOM/SSC NASSCOM's right to accept / reject all / any Proposals

NASSCOM/ SSC NASSCOM reserves the right to accept or reject any Proposal, and to cancel the evaluation process and reject any or all Proposals at any time prior to shortlisting of the potential Proposer, without thereby incurring any liability to the affected Proposer or Proposers or any obligation to inform the affected Proposer or Proposers of the grounds for NASSCOM/ SSC NASSCOM's action.

# vii. Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in English.



# viii. Submission of Proposals

- a. The Proposers should submit the Proposals in the format given in this EOI in soft copy only by sending email at <a href="mailto:sakshi@nasscom.in">sakshi@nasscom.in</a> latest by 21<sup>st</sup> December 2021, 05:00 PM.
- b. The softcopy of the 'Eligibility criteria' should be in a single password protected PDF, clearly marked as "Pre-qualification Proposal Shortlisting of Consultant(s) for "Mapping of Courses to SSC NASSCOM Standards/Foundation Curriculum (FC)". DO NOT OPEN BEFORE 21<sup>st</sup> December 2020, 05:00 PM"
- c. No Financial/Commercial information to be submitted in the Proposal.
- d. If PDF is without password protection, the Proposal will be liable to be rejected.
- e. The Proposer shall NOT SHARE THE PASSWORD of the PDF unless asked for.
- f. The E-mail shall indicate the name and address of the Proposer.
- g. All pages of the Proposal must be sequentially numbered and shall be signed by the authorised signatory of the Proposer and stamped with seal.
- h. The Proposal or its modifications must be sent at sakshi@nasscom.in before 21<sup>st</sup> December 2020, 05:00 PM or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected.
- i. NASSCOM will not ask for the passwords for the Proposals received after the deadline, hence those Proposals shall be considered as not-accepted.
- j. NASSCOM/ SSC NASSCOM reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

#### viii. Documents Comprising the Proposal

The following documents should be submitted along with the Proposal:

- i. Proposal Covering letter
- ii. A power of attorney by the CEO or competent authority authorizing the Proposer to sign / execute the Proposal as a binding document and also execute all relevant agreements forming part of EOI.
- iii. Supporting documents against eligibility criteria as per section 8 of this EOI.
- iv. Forms and annexure as per format prescribed in Annexure I and II

# ix. Notification of short-listing

- a. Prior to the expiration of the period of Proposal validity, the successful Proposers shall be notified by NASSCOM/SSC NASSCOM in writing by email that they have been shortlisted based on EOI evaluation for the next stage.
- b. Only shortlisted Proposers shall be issued the RFP.

# x. Failure to abide by the terms & conditions of EOI



Failure of the successful Proposer to agree with the Terms & Conditions of the EOI and/or Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Proposer.

## **Section 10: General Terms & Conditions**

#### 10.1.Conflict of Interest

- 10.1.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interest, and acting without any consideration for future work.
- 10.1.2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the client.
- 10.1.3. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
  - i. **Conflict among consulting assignments:** A Consultant (including its Experts and Subconsultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another client.
  - ii. **Relationship with the Client's staff**: A Consultant (including its Experts and Subconsultants) that has a close business or family relationship with a professional staff of the of the Client who are directly or indirectly involved in any part of (i) the preparation of the 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 the Client throughout the selection process and the execution of the Contract.

## 10.2. Corrupt and Fraudulent Practices

- 10.2.1. The Client requires that no fraudulent or corrupt means shall be used by the Consultant in order to get the award of work.
- 10.2.2. The Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and Contract performance (in case of an award), and to have them audited by external auditors, if needed.

# 10.3. Confidentiality

10.3.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant



should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

10.3.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in immediate rejection of its Proposal.

# **Section 11: Annexures**

# **Annexure I - Letter of Consent (Proposal Submission Form)**

Date:

To, CEO, IT-ITeS SSC NASSCOM Noida

Ref: EOI Notification no <xxxx> dated <dd/mm/yy>

Subject: EOI for Shortlisting of Consultant(s) for mapping of courses to SSC NASSCOM Standards and Foundation Curriculum

Dear Sir,

With reference to your Invitation for EOI dated ......, I / we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Shortlisting of Consultant(s) for mapping of courses to SSC NASSCOM Standards and Foundation Curriculum . The proposal is unconditional and unqualified.

- 1. All information provided in the EOI response and in the appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 2. This statement is made for the express purpose of appointment as the selected Proposer for the aforesaid project.
- 3. I/We shall make available to the authority any additional information it may deemed necessary or required for supplementing or authenticating the Proposal.
- 4. I / We acknowledge the right of the authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account



whatsoever.

- 5. I / We certify that in the last three years, we or any of our associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 6. I/We certify that with regard to matters other than security and integrity of the country, we or any of our associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
- 7. I/We further certify that with regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our associates.
- 8. I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the authority [and / or the Government of India] in connection with the shortlisting of selected Proposer or in connection with the selection process itself in respect of the above mentioned project.
- 9. I/We agree and understand that the proposal is subject to the provisions of the EOI document. In no case, shall I/we have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened or rejected.
- 10. I / We agree to keep this offer valid for 180 days from the proposal submission date specified in the EOL
- 11. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
- 12. I/We agree and undertake to abide by all the terms and conditions of the EOI Document.

In witness thereof, I / we submit this Proposal under and in accordance with the terms of the EOI Document.

Yours faithfully,

Authorised Signatory: Seal of the Organization:

Date:

Place:



#### **Annexure II – Declaration**

Date:	
To, CEO, IT-ITES SSC NASSCOM Noida	
Ref: Declaration Letter for 'EOI for Shortlisting of Consultant(s) for <<>>'	
Door Sin	
Dear Sir,	
This is to notify you that our firm/company intends to submit a proposal in response to Invitation at EOI for Shortlisting of Consultant(s) for mapping of courses to SSC NASSCOM Standards a Foundation Curriculum. In accordance with the above we would like to declare that presently company/firmat the time of proposal submission:	nd
a) possess the necessary professional, technical, financial and managerial resources a	
competence required by the EOI Document issued by the Client;	nd
<ul><li>competence required by the EOI Document issued by the Client;</li><li>b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the Sta Government or any local authority as specified in the EOI document;</li></ul>	

- d) does not have any previous transgressions with any entity in India or any other country during the last three years;
- e) does not have any debarment or blacklisted by any other procuring entity;
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the date of submission of Proposal, or not have been otherwise disqualified pursuant



to debarment proceedings;

- h) does not have a conflict of interest as mentioned in the EOI document which materially affects the fair competition;
- i) will comply with the code of integrity as specified in the EOI document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable law, including any Act and Rules thereto prescribed by Government of India, my/our security may be forfeited in full and our Proposal, to the extent accepted, may be cancelled.

Thanking you,

Place:

Name of the Proposer: Authorised Signatory: Seal of the Organization: Date:

# Annexure-III – Terms and Conditions of Contract/Agreement with the Selected Consultant(s) ("Agreement")

The objective of the Agreement is [brief description of services to be included here], as more particularly detailed in Appendix-1.

The Consultant acknowledges that the deliverables being provided under this Agreement are required for the purpose of creation/development of an online B2C platform called "FutureSkills Prime', i.e. a program approved as a Central Sector Scheme under the "Champion Services Sector Scheme" of the Department of Commerce, for promotion, development and enhancing the technology related skills of Indian citizens in the IT/ ITES sector and other sectors ("FutureSkills Prime Program").

# 1. Change of Scope

Any scope changes resulting in additional time investment by the Consultant will require a joint review between the Consultant and NASSCOM. The parties agree that in the event material variation in any of the terms or conditions of the Agreement becomes unavoidable, the financial and other effects involved will be examined by the parties and recorded and a specific approval of the authorised representative of NASSCOM would be obtained before varying any of the terms and/or conditions of the Agreement. Notwithstanding anything contained herein, in case such change in scope is necessitated by a binding change requested of NASSCOM by the governmental authorities, the Consultant shall be obligated to accept the same and the parties shall mutually agree



on revised terms, if any. parties further agree that any change to the scope of services under the Agreement shall be done by way of a written amendment to the Agreement in the manner provided herein.

# 2. Responsibilities of Parties

- 2.1. During the term of the Agreement, NASSCOM agrees and undertakes that it shall:
  - a. provide, access to past studies published by NASSCOM, services, facilities, or other resources (to the extent permissible), that the Consultant or its personnel may reasonably request in order to perform their work under the Agreement.
  - b. take all reasonable steps to ensure payment of service fees in accordance with the terms hereof. The Consultant understands and agrees that release of said payments by NASSCOM is strictly subject to receipt of funds by NASSCOM from relevant government authority under the FutureSkills Prime Program.
  - c. be responsible to provide directions in a timely manner and cooperate with the Consultant for effective performance of the Deliverables.
- 2.2. During the term of the Agreement, the Consultant agrees and undertakes that the Consultant shall:
  - a. provide deliverables in accordance with the specifications agreed between NASSCOM and Consultant:
  - b. provide NASSCOM with a [fortnightly/monthly] report detailing the progress made by the Consultant on the deliverables and any other information that NASSCOM may, from time to time, seek in respect of the deliverables;
  - c. employ appropriate professional efficiency in accordance with industry standards and shall carry out its obligations under the Agreement with reasonable diligence;
  - d. obtain and keep in force and effect at all times all required licenses, permits, registrations, approvals and authorisations as may be necessary or required for the provision of the deliverables;
  - e. conduct affairs in an ethical and business-like manner;
  - f. comply at all times with NASSCOM directions and applicable laws.

NASSCOM may insert/modify the Consultant's responsibilities based on the specific requirements of the project.

#### 3. Representation and Warranties

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

- a) such party has the full power and authority to enter into, execute and deliver the Agreement and to perform the transactions contemplated hereby and, if such party is not a natural person, such party is duly incorporated or organized or existing under the laws of the jurisdiction of its incorporation or organization;
- b) the execution and delivery by such party of the Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action of such party;
- c) the Agreement will, when executed, constitute its valid and binding obligations; and



d) the execution, delivery and performance of the Agreement by such party and the consummation of the transactions contemplated hereby will not (i) violate any provision of the organizational or governance documents of such party; (ii) require such party to obtain any consent, approval or action of, or make any filing with or give any notice to, any governmental authority in such party's country of organization or any other person pursuant to any instrument, contract or other agreement to which such party is a party or by which such party is bound, other than such filing required as a result of the transactions contemplated herein; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such party is a party or by which such party is bound; or (iv) violate any order, judgment or decree against, or binding upon, such party or upon its respective securities, properties or businesses.

Further, the Consultant represents and warrants that the deliverables shall not infringe the intellectual property rights of NASSCOM and/or any third party.

#### 4. Trademark

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

# 5. Confidentiality Obligations

Each party (the "Receiving Party") undertakes to retain in confidence the terms of the Agreement and all other non-public information, technology, materials and know-how of the other Party disclosed or acquired by the Receiving Party pursuant to or in connection with the Agreement, which is either designated as proprietary and/or confidential or, by the nature of the information or the circumstances surrounding its disclosure, ought to, in good faith, be treated as proprietary and/or confidential ("Confidential Information"). Provided that each party may disclose the terms and conditions of the Agreement to its legal and financial consultants in the ordinary course of its business. Neither party shall use any Confidential Information of which it is the Receiving Party for any purpose other than to carry out the activities contemplated under this Agreement. Each party agrees to use all commercially reasonable efforts to protect Confidential Information of the other party. Each party shall also notify the other party promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from such other party and will cooperate in good faith, at such other party's cost, to remedy such occurrence to the extent reasonably possible. The restrictions set forth in this paragraph shall not apply to any information that:

i. Was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party;



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

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

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

# 6. Intellectual property in Existing Materials

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

#### 7. Ownership of Work Product and data collected

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



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

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

## 8. Use of Agreement Documents and Information

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

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

# 9. Notice

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

#### 10. Waiver

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



# 11. Severability

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

# 12. Entire Agreement

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

# 13. Liability Limitation

Neither party or its affiliates shall, under any circumstances, be liable to the other party or its affiliates for any claim based upon any third party claim or for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, or for any damages arising out of or in connection with any malfunctions, delays, loss of data, loss of profit, interruption of service or loss of business or anticipatory profits, even if a party or its affiliates have been apprised of the likelihood of such damages occurring.

# 14. Compliance, Indemnity and performance guarantee

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

Subject to the terms of this clause, the Consultant hereby agrees to absolutely and unconditionally hold harmless and indemnify NASSCOM, its' officers, employees, agents ("NASSCOM Indemnitees") against any and all losses, liabilities, costs etc. incurred by or arising out of any claim made against any one or more of the NASSCOM Indemnities by reason of (a) breach of the terms of the Agreement by the Consultant; (b) the deliverables provided to NASSCOM infringes the intellectual property rights of NASSCOM and/or any third party.

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

Within 10 (ten) business days from the date of execution of the Agreement, the Consultant shall provide a performance guarantee issued by a nationalized bank in India for the amount equivalent to 15% of the total project cost Rs.[•], to NASSCOM in order to ensure the due and faithful performance by the Consultant of all its liabilities and responsibilities under the Agreement ("Performance Guarantee"). This Performance Guarantee shall guarantee shall be a continuing guarantee remaining in full force and effect for the entire term of the Agreement. The Performance Guarantee may be invoked, in part or full, by NASSCOM at any time during the term of the



Agreement in order to recover any amount that may be owed to NASSCOM by the Consultant under this or any other Agreement between them. The Performance Guarantee shall, if not invoked, be returned after the Consultant has been relieved from all obligations under the Agreement.

# 15. Audit and Inspection Rights

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

#### 16. Escalation Procedure

Should there be a dispute between the parties concerning any matter arising from or in connection with this Agreement, the parties will use their reasonable endeavours to settle the matter amicably through mediation. If such dispute is not settled between the parties within 30 (thirty) days of the matter being submitted to mediation, either party may pursue any remedy it may have under this Agreement under clause 17 below.

#### 17. Jurisdiction and Arbitration

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

Where parties fail to resolve any dispute/s arising about any aspect of the Agreement in accordance with the provisions of clause 19 herein, the dispute/s will be settled by arbitration in accordance with the procedure and provisions of the Arbitration and Conciliation Act, 1996 and all statutory enactments and modifications thereof and the rules made there under. The arbitration shall be conducted by a sole arbitrator to be appointed by NASSCOM and the language of arbitration shall be English. The venue and seat of arbitration shall be New Delhi and unless otherwise determined by the arbitrator, each party should bear its own arbitration costs.

## 18. Termination

Either party may terminate this Agreement by providing a 30 (thirty) days prior written notice to the other party in case such other Party is in breach of the terms and conditions of this Agreement and fails to remedy such breach within the stated 30 (thirty) days. Notwithstanding anything contained herein, any incident of non-payment of service fees by NASSCOM under the Agreement, where same is occasioned by non-receipt of relevant governmental grant by NASSCOM, shall not constitute a breach on part of NASSCOM and will not give rise to any right on part of the Consultant to stop performing its obligations under the Agreement.



NASSCOM shall have the right to terminate the Agreement:

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

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

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

# 19. Amendment of the Agreement

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

# 20. Consultant's Liability

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

21. Financial Terms	
Total commercial fees agreed to is INR	(inclusive of GS

Total commercial fees agreed to is INR \_\_\_\_\_ (inclusive of GST @\_\_\_) ("Service Fees") for the deliverables provided under the Agreement. The Service Fees shall be payable in



the manner provided under the Appendix 1, subject to terms contained hereunder. All payments hereunder shall be subject to such deductions as may be required under applicable laws. The Consultant shall pay or cause to be paid when due, but not by way of limitation all taxes including goods and service tax arising out of the Agreement and provide NASSCOM with necessary proofs with respect to the same. Consultant agrees that any direct tax liability for commercial fees earned under this Agreement would solely be to the account of the Consultant.

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

# 22. Liquidated Damages for delay

If the Consultant fails to deliver the deliverables in accordance with the terms of this Agreement, NASSCOM may without prejudice to all other remedies available to it under this Agreement, be entitled, as liquidated damages, to an amount equivalent 0.5 % percentage of the service fees for each day or part thereof of delay until actual delivery or completion of deliverables to the satisfaction of NASSCOM.

# 23. Force Majeure

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

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



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

# 24. Assignment & Sub-Contracting

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

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

#### 25. Survival or Provisions

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

# Appendix 1

# A. Deliverables along with specifications

As per scope of work.

# B. Payment Terms and manner of raising invoice

Service Fees of INR  $\_\_\_$  +  $\_\_$ % GST i.e. INR  $\_\_\_$  for the scope agreed under the Agreement and shall be paid as follows:

Tranche	Payment %	Milestone
1	25 %	Meeting deliverables x
2	Next 25%	Meeting deliverables y
3	Next 25%	Meeting deliverables z
4	Last 25% or Balance(%)	Post submission of deliverables and project completion