STANDARD PROCUREMENT DOCUMENTS

Standard Request for Proposal

for

Selection of agency for Bulk SMS Delivery and Managed Services

BID NO: GEM/2026/B/7833020

Department- IT Digital

Important Dates:

Date of commencement of RFP	*24th July 2026*
Pre bid meeting – Date and Timing	28th July 2026 and 1500 hrs
Virtual, MS Teams Link	*https://teams.microsoft.com/meet/43733631370814?p=6Id12Ok03694fB1CKj* *Meeting ID: 437 336 313 708 14* *Passcode: X6b7zK2h*
Last Date and Time for receipt of queries	*Only on GeM under representation tab within 4 days of bid publication on GeM*
Last Date and Time for submission of Bid	*As per GeM Portal*
Place of Submission of Proposals	Government e Marketplace (GeM)

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. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

1.11. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder's proposal.

1.12. "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.

1.13. "Proposal" means the Technical Proposal and the Financial Proposal of the Bidder.

1.14. "RFP" means the Request for Proposals to be prepared by the Client for the selection of Bidders, based on the SPD - RFP.

1.15. "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

1.16. "Services" means the work to be performed by the Bidder pursuant to the Contract.

1.17. "Sub-Bidder" means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Contract.

1.18. "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

2.1. National Skill Development Corporation (NSDC), the client intends for Selection of Agency for Bulk SMS Delivery and Managed services (hereinafter called “Bidders”).

2.2. The Bidders with whom this RFP is shared, are invited to submit a Technical Proposal and a Financial Proposal against this RFP. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.

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 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.

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 interests 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 financially:

Pre-Qualification Criteria		
SN	Eligibility Criteria	Documents/ Copies to be submitted
5.1	The Bidder (Agency) must be a registered legal entity in India; and in existence from at least past 5 years from date of publishing of this RFP. The Bidder should have valid PAN/GST registration.	▪ Certificate of Incorporation ▪ Registration for GST ▪ PAN
5.2	The Bidder (Agency) must have a minimum average annual turnover of at least Rs. 1 Cr. in last 3 FYs i.e.,(FY: 2023-24, 2024-25, 2025-26 or 2022-23, 2023-24, 2024-25).	CA certificate with UDIN.
5.3	The bidder should have positive net worth in past three financial years i.e., (FY: 2023-24, 2024-25, 2025-26 or 2022-23, 2023-24, 2024-25).	CA certificate with UDIN.
5.4	The bidder should have experience in the implementation of similar projects for providing Bulk SMS services for Central govt./State	Copy of Work Order/ LOI/Purchase Order/ Copy of Contract.

Pre-Qualification Criteria		
SN	Eligibility Criteria	Documents/ Copies to be submitted
	govt./PSU/PPP/Private, and the value of the contract is not less than Rs. 22 Lakhs in a single project (excluding taxes) during any of the past 3 financial years .	The shared documents must clearly contain the scope of work undertaken by the bidder.
5.5	**Blacklisting Declaration:** ▪ The Bidder (Agency) should never have been involved in any illegal activity or financial fraud. ▪ The Bidder (Agency) and its affiliates should not have been blacklisted by any Government Agency / Public Sector Undertaking / Autonomous Bodies of Government / Reputed Corporates for breach of applicable laws or violation of regulatory provisions or breach of agreement.	Undertaking on letter head / self-declaration.
5.6	The Bidder shall have active SMS service connectivity arrangements with at least two (2) telecom operators recognized/licensed by the Telecom Regulatory Authority of India (TRAI) and/or the Department of Telecommunications (DoT) for the provision of SMS services in India. OR In the event that the Bidder itself is a licensed telecom service provider recognized by TRAI/DoT and is capable of directly providing SMS services, submission of a self-declaration on the Bidder's official letterhead, duly signed by an authorized signatory, shall be sufficient to meet this requirement.	Copies of valid agreements, empanelment letters, interconnection agreements, service agreements, or partnership agreements with at least two (2) TRAI/DoT recognized telecom operators for SMS service provision; or In case the Bidder is itself a licensed telecom operator, a self-declaration on the Bidder's letterhead confirming its status as a TRAI/DoT recognized telecom service provider
5.7	**Mandatory requirements:** All requirements mentioned in Terms of Reference / Scope of Work must be mandatory complied with. If the Bidder is not able to provide services according to TOR and SOW, they will be disqualified.	Bidders need to submit proof of compliances on its letter head.

Note: Relevant certificates/documents in support of the fulfillment of each of the eligibility criteria must be submitted, otherwise bids will not be considered.

Duration of Assignment:

The duration of assignment will be One year from the date of signing of contract by both the parties However PO will be issued on yearly basis based on the performance of service provider. However, the quality of service provided by the Bidder and the performance of the Bidder shall be reviewed periodically and in case the performance is found unsatisfactory, the Bidder’s contract can be terminated at NSDC’s discretion. In case there is a requirement for more Bidders for any reason, NSDC may procure services from more Bidders for similar purposes.

B. Preparation of Proposals

6. 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.
7. 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.
8. 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”.
9. Documents Comprising the Proposal: The Proposal shall comprise the documents and forms listed sin Annexures.
10. 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.
11. 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.
    - 11.1. 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.
    - 11.2. Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the staff.
12. Proposal Security: Not Applicable
13. Sub-Contracting: The Bidder may subcontract part of the Services. The details of sub-contractor to be proposed along with the roles of Lead Partner and subcontracting agency/ies.
14. Clarification and Amendment of RFP: The Bidder may request 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:
    - 14.1. 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.
    - 14.2. 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.
    - 14.3. 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.

15. **Technical Proposal and Financial proposal Format and Content:**
    - 15.1. The Pre-Qualification criteria would be submitted as per Annexure-II of the RFP.
    - 15.2. The Technical Proposal shall be prepared using the format provided in Annexure-I and III of the RFP
    - 15.3. 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.
    - 15.4. The Technical Proposals and Financial Proposals shall be filled up and shared.
    - 15.5. Only those proposals which qualify on all parameters of Pre-Qualification Criteria will be considered for evaluation.
    - 15.6. The Bidder is responsible for meeting all tax liabilities arising out of the Contract.
    - 15.7. The Bidder shall express the price for its Services in INR.

C. **Submission, Opening and Evaluation**

16. **Submission of Proposals:**
    - 16.1. 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)
    - 16.2. 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.
    - 16.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
17. **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.
    - 17.1. 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.
    - 17.2. Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.
    - 17.3. 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.
    - 17.4. This document is meant for the 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.
18. **Opening of Technical Proposals:** The Client's evaluation committee shall conduct the opening of the Technical Proposals.
19. **Evaluation of Technical Proposals:** The Client's evaluation committee shall evaluate the Technical Proposals first based on the criteria below.

SN	Criteria / Sub Criteria	Max Marks	Document to be provided
19.1.	<u>Relevant Eligible Experience:</u> Number of SMS successfully delivered in single project. • 1 Cr – 2 Cr SMS: 5 marks • 2 Cr – 3 Cr SMS: 10 marks • 3Cr SMS Above – 15 marks	15	Work Orders / Contracts / Agreements / Work Completion certificates and other relevant documents (Self-certified Logs report of SMS consumption against work order) to be submitted. The documents submitted must contain the scope of work undertaken and number of SMS delivered.
19.2.	The Bidder (Agency) must have a minimum average annual turnover of at least Rs. 1 Cr. in last 3 FYs i.e., (FY: 2023-24, 2024-25, 2025-26 or 2022-23, 2023-24, 2024-25). Scoring Criteria: • Rs. 1 Cr- 5 Cr: 5 Marks • Rs. 5 Cr- 7 Cr: 8 Marks • Rs. 7 Cr above: 10 Marks	10	CA Certificate with UDIN
19.3.	Proof of similar work carried out in the past: The bidder should have experience in the implementation of similar projects for providing Bulk SMS services for Central govt./State govt./PSU/PPP/Private, and the value of the contract is not less than Rs. 22 Lac in a single project (excluding taxes) during any of the past 3 financial years. The details should cover the nature of work, client details, a brief of the objective, scope, and impact of assignments. 10 marks per assignment, a maximum of 4 assignments to be considered.	40	Copies of Work Order or Agreement or Completion Certificate specifying the scope of work
19.4.	Bidders will be required to submit a technical proposal and may be invited to do a demo presentation making Capturing the following points: • Understanding of scope – 5 marks • Approach and Methodology – 20 marks • Time line and transition plan – 5 marks • Escalation matrix and IT technical	35	The bidder must submit a technical presentation (10–15 slides) along with technical proposal for review by the Technical Evaluation Committee. Please note If required, NSDC reserves the right to

SN	Criteria / Sub Criteria	Max Marks	Document to be provided
	support team – 5 marks		call the bidders for the presentation through online / offline mode.
	Maximum Marks	100	

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

20. **Opening of Financial Proposals and evaluation.**

20.1. 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.

20.2. 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 then be opened, and the total prices recorded.

21. **Method of Selection**

21.1 The method of selection applicable under this RFP is **Least Cost Selection (LCS):**

a. In this method of selection, the bidder submits both a technical proposal and a financial proposal at the same time.
b. The technical proposals are opened first and evaluated and the offers who are qualifying as per these technical evaluation criteria will only be considered technically responsive, and the rest would be considered technically nonresponsive and would be dropped from the list.
c. Minimum qualifying marks to qualify for the technical proposal is 70.
d. L-1 offer out of the responsive offers is selected on price criteria alone without giving any additional weightage to marks/ ranking of technical proposal.

21.2 The Client shall select the Bidder with the lowest evaluated total price among techno-commercially suitable proposals and invite such a Bidder for negotiations. If the same lowest evaluated price is quoted by more than one Bidder, the Bidder with a higher technical score shall be selected for negotiation.

21.3 In tender, if participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent, they should be selected for supplying the whole service, if MSE bidder is ready to match their price to L1 price in a situation where L1 price is from someone other than an MSE.

21.4 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium

Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

22. Negotiations and Award
    22.1. The Bidder eligible for award of work will be issued an agreement/Purchase Order and will be requested for their review and signatures.
    22.2. In case the bidder does not agree on terms of contract/PO, next ranked bidder will be approached.
    22.3. The discussions are concluded with a review of the Contract, which then shall be initialed by the Client and the Bidder's authorized representative.
    22.4. Abnormally low or high bids can be checked for accuracy and understanding with respective bidder/s.
23. NSDC reserves the right to award work to one or more Bidders for any specific assignment and the number will depend on requirement.
24. The decision of NSDC will be final and binding upon all Bidders.

25. Time Allowed for Technical Clarifications During Technical Evaluation:

The Procuring Entity may, at its discretion, seek technical clarifications from the Bidders during the technical evaluation process to ensure a thorough understanding of the proposals. Bidders shall respond to any such requests for clarifications within a specified period.

25.1 Clarification Period: Bidders shall provide the requested technical clarifications within [2] working calendar days from the date of receipt of the Procuring Entity's request for clarification.

25.2 Mode of Communication: All clarifications must be submitted in writing via GeM or any other official communication medium specified by the Procuring Entity.

25.3 Impact on Evaluation Timeline: Failure to provide clarifications within the stipulated period may lead to the rejection of the proposal or may be considered at the sole discretion of the Procuring Entity without further reference.

25.4 No Additional Submissions: Bidders are not permitted to submit new information or modify their proposals beyond the scope of the requested clarifications.

26. Binding Nature of RFP Terms and Conditions

26.1 Binding Effect: The terms and conditions set forth in this Request for Proposal ("RFP"), including but not limited to those contained in the Draft Agreement annexed hereto, shall be binding upon all participating Bidders. By submitting a proposal, each Bidder expressly acknowledges and agrees to be bound by the entirety of the RFP and the Draft Agreement without exception.

26.2 Unconditional Proposals: Bidders shall submit only unconditional proposals. The submission of any proposal that is conditional in nature or that purports to vary, supplement, alter, amend, or otherwise deviate from any part of this RFP and/or the Draft

Agreement shall be deemed non-compliant and shall be liable for outright rejection, without further consideration.

26.3 Prohibited Modifications: Any attempt by a Bidder to:

a) impose conditions on its proposal;
b) introduce deviations or exceptions to the terms of the RFP or the Draft Agreement; or
c) modify, delete, or alter any provision thereof,

whether such attempts are evident at the time of submission, during the evaluation process, or subsequent thereto (including post-award stages), shall result in the immediate disqualification of the proposal. In such event, the Procuring Entity shall bear no responsibility or liability whatsoever for any loss or damage arising from such rejection.

26.4 Right to Amend: Notwithstanding anything contained herein, the National Skill Development Corporation ("NSDC") reserves the right, at its sole discretion and without incurring any liability, to amend, modify, or supplement the RFP and/or the Draft Agreement at any time prior to the final deadline for submission of proposals. Any such amendments shall be deemed to be an integral part of the RFP and shall be binding on all Bidders.

27. Performance Security

27.1 Within the 14 days of Issuance of Purchase Order, the successful bidder must submit the electronic performance bank guarantee for an amount of 5% of the total contract value (including taxes) to the Client's.

27.2 The performance bank guarantee shall be denominated in Indian Rupees only.

27.3 The Performance bank guarantee 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 (refer Schedule-V). Other banks' performance bank guarantee will not be accepted by the client.

27.4 If the Successful Bidder fails to furnish the performance bank guarantee within 14 days, it shall be lawful for the Client at its discretion to annul the award and forfeit bid security / EMD, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers', debarring for 2 years to participate in any tender, etc.

27.5 The performance security will be returned to the Firm not later than 90 days after the completion of contractual obligation including warranty obligation.

<u>Annexure -I</u>

(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): ______

Annexure-II

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: FY: 2023-24, 2024-25, 2025-26 or 2022-23, 2023-24, 2024-25	
3.	Relevant Experience:	
4.	Blacklisting Declaration	
5.	Other Declarations as required	

Annexure-III

Information as per technical evaluation criteria to be furnished:

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	
Add more details if required	
2) Details of Project along with Work order	
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	

Annexure-IV

Financial Bid Formats

Form A: for Bulk SMS

The Bidder is required to submit their financial proposal in the table mentioned below but not with the technical proposals.

<u>Calculation Matrix for GeM :</u>

(Cost Per 1000 SMS inclusive of GST*Number of SMS Proposed for procurement during the contract period. (in multiple of per 1000 SMS)

Bidders need to be provided same amount furnished in GeM portal.

<u>Financial Break up:</u>

SN	Service Description	Unit of Measure	Cost per SMS (INR)	Quantity for 1 year	Total Cost (in INR)	Total Cost (in INR) incl taxes	Tax %
			(a)	(b)	(c)= [(a) x (b)]	D	
1	SMS Charges	Number		10,00,00,000			
						Total cost inclusive taxes in words (D)	

***The number of SMS can be increased or decreased as per project requirements.**
SMS per unit cost remain same in entire tenure i.e. 1 year service.
**** Total Cost inclusive taxes(D) should be equal to calculation matrix of GeM.***

Fraudulent or Corrupt Practices **Annexure -V**

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

Introduction and Background

NSDC’s initiative focused on enhancing the skills and vocational training of India's workforce. Its primary goal is to equip millions of Indian citizens with essential skills to increase their employability and meet the demands of various industries.

A fundamental aspect of the NSDC’s initiative is the integration of digital technology to expand the reach and effectiveness of skill development programs. This involves utilizing digital platforms and tools to democratize learning, assessment, job opportunities, and apprenticeships for anyone interested in upskilling or reskilling. Such an approach facilitates access to quality training, particularly for individuals in remote or underserved areas.

Additionally, NSDC facilitates as a platform for the government to implement schemes aimed at promoting skill development and learning initiatives.

Objectives

The objective of incorporating SMS services into NSDC’s Applications is to enhance communication, security, and efficiency during the entire end user lifecycle. By leveraging SMS, to facilitate user authentication, deliver timely alerts and notifications provide transaction and account alerts. Through the strategic integration of SMS capabilities, we aim to optimize operational workflows, improve customer engagement, and strengthen overall business performance.

Technical Scope of work

Tentative annual consumption approx. 10 Cr SMS and facility to exceed quota or limit whenever utilization of spikes.

Integration with existing NSDC Application and Portals: -

- Skill India Digital Hub (SIDH)
- Apprenticeship Portal (NAPS)
- NSDC Digital (JobX and Academy)
- NSDC Trust

1.1. GUI Interface based portal for sending bulk SMS.

1.2. Report – To create utilization report according to department wise or project wise.

1.3. Remote Monitoring Service:

- Automated Incident Logged and got the incident number at NSDC resisted email id.
- Automated notification to Client whenever threshold reaches.
- Monthly MIS & Dashboard Report should be triggered.

1.4. Technical & Skill Knowledge Training:

The Bidder as well OEM will provide the technical training and knowledge to Client IT Infra team after implemented the SMS Service solutions.

2. Details of SMS Headers and TRAI Compliance

I. The SMS Header(s) used by the Department shall be registered under the applicable DLT framework and shall not be treated as TRAI-exempted headers.

II. Since the Department's SMS Header is not TRAI-exempted, all applicable DLT scrubbing and related regulatory charges shall be included in the scope of services and deemed to be included in the Bidder's quoted rates. No additional payment shall be made by the Department on this account during the contract period.

3. Transition Plan and Handover details

Transition plan on the handover from one SMS service provider to another to effectively switch SMS service providers while minimizing disruption and ensuring a seamless transition for all stakeholders involved and this may take up to 10days :-

I. Data Inventory and Preparation:

- Inventory will be created for all the Application wise SMS Accounts along with it’s integration API prerequisites.
- List of IP addresses and Domain name for Whitelisting at SMS Gateway side

II. Integration, testing and Migration Strategy:

- Testing of SMS API will be conducted with different Applications where through testing with Software Development Agency along with DevSecOps Team to share proper signoff.
- Integrate the new SMS service provider's API or platform with existing systems, applications, or third-party services that rely on SMS functionality.
- Conduct thorough testing of the integration to verify message delivery, formatting, encoding, and handling of special characters.
- Perform load testing to assess the scalability and performance of the new provider's infrastructure.

III. Notification and Communication:

- Notify stakeholders, including internal teams, customers, partners, and vendors, about the upcoming transition to a new SMS service provider.
- Communicate the timeline, anticipated impacts, and any necessary actions that stakeholders may need to take, such as updating contact information or adjusting messaging preferences.

IV. Training and Documentation:

- Provide training sessions or resources to educate relevant staff members on using the new SMS service provider's platform, features, and APIs.
- Develop documentation, including user guides, FAQs, and troubleshooting tips, to support users during and after the transition period.

V. Parallel Operation:

- Maintain parallel operation with both the current and new SMS service providers during the transition period to ensure continuity of service.
- Monitor message delivery and performance metrics from both providers to compare results and identify any discrepancies.

VI. Gradual Migration:

- Gradually transition SMS traffic from the current provider to the new provider in phases or batches, starting with low-impact or non-critical messages.
- Monitor the migration process closely and address any issues or challenges that arise in real-time.

VII. Finalization and Closure:

- Complete the migration process once all SMS-related data has been successfully transferred to the new provider and all systems are fully operational.
- Conduct a final review to ensure that all tasks and deliverables have been completed according to the transition plan.
- Close out the transition project, terminate contracts with the previous provider, and update billing information with the new provider.

VIII. Payment Terms:

Payment Terms: Monthly payment for service rendered will be made within 45 business days after submission of correct Invoice with complete set of backup documents.

4. SERVICE LEVEL AGREEMENT (SLA)

Performance Measurement- SLA

The SLA is based on the criticality levels defined by NSDC. The Finalization of the SLA would be done between Bidder and client.

<table>
<tr><td colspan="8">Bulk SMS Services Support. The Vendor shall provide Remote Support and Telephonic 24*7 support.</td></tr>
<tr><td colspan="6">Category</td><td colspan="2">Service Level of Objectives</td></tr>
<tr><td colspan="8">The Problems will be classified into the following severity level</td></tr>
<tr><td rowspan="2"></td><td colspan="6">Service Level Matrix- Remote and Telephonic</td><td></td></tr>
<tr><td>S No.</td><td>Fault Category</td><td>Reaction Time</td><td>Escalation Time</td><td>Expected Fix time, temporary repair work</td><td>Expected Fix date (permanent)</td><td></td></tr>
</table>

<table>
<tr><td colspan="7">**Bulk SMS Services Support**. The Vendor shall provide Remote Support and Telephonic 24*7 support.</td></tr>
<tr><td>1</td><td>Priority 1 Catastrophic
(P1)</td><td>Within 15 minutes</td><td>1 Hr</td><td>1 Hr</td><td>1 day</td><td></td></tr>
<tr><td>2</td><td>Priority 2 Urgent (P2)</td><td>Within 15 minutes</td><td>2 Hrs</td><td>4 Hrs</td><td>3 days</td><td></td></tr>
<tr><td>3</td><td>Priority 3 Important (P3)</td><td>Within 30 minutes</td><td>12 Hrs</td><td>24 Hrs</td><td>1 Week</td><td></td></tr>
<tr><td colspan="7">Call Severity Matrix</td></tr>
<tr><td colspan="4">Severity Level 1</td><td colspan="2">A problem which affects large number of users/ Critical Users/ Networks in their immediate working</td><td></td></tr>
<tr><td colspan="4">Severity Level 2</td><td colspan="2">A problem which affects an individual user</td><td></td></tr>
<tr><td colspan="4">Severity Level 3</td><td colspan="2">Configuration of Services, change in configuration, creation of profiles & patch & firmware updates etc.</td><td></td></tr>
</table>

Point to be noted regarding SLA

1. 10% Penalty clause applicable on a monthly basis, If delivery services are not fulfilled by services under the Agreed SLA.
2. The Bidder will provide Automated Services & Reporting (MIS & Dashboard) on Monthly basis and necessary support for DLT Registration process.
3. In case multiple complaints in a month of the breakdown of the same services, The Bidder must be call for review to take necessary action according to Agreed SLA.
4. For any delays, SLA breachesthe applicable penalty shall be imposed as per the agreed provisions mentioned at point 1 above. However, in the event that NSDC suffers or incurs any loss, damage, fine, penalty, liability, or expense exceeding such penalty amounts, including but not limited to those arising from breach of any terms and conditions of this Agreement, statutory non-compliance, or third-party claims, NSDC shall have the right to recover such excess amount in accordance with the penalty and indemnity provisions of this Agreement.

DRAFT AGREEMENT

BETWEEN

NATIONAL SKILL DEVELOPMENT CORPORATION

AND

[<Write name of selected Service Provider>]

This Agreement ("Agreement") is made on [*Write date of signing of agreement*], 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

[…Write name of selected vendor……], a [*company/joint venture/society/trust-*] incorporated under the [,name of the act under which service provider is incorporated], and having its registered office at [,,,,write registered office address of the Service Provider…….] (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 non exclusive basis to provide the Services as stated in Schedule I, in accordance with this Agreement. The Service Provider, in consideration for the payment as stated in Schedule II, hereby accepts the engagement.

2.2. 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.

2.3. 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.

2.4. Further, for avoidance of doubt, the Service Provider and all its employees, sub-contractor or any associated persons as the case may be, shall never be deemed to be employee(s), sub-contractor(s), agent(s), partner(s) etc. of NSDC for any purpose whatsoever.

2.5. Sub-Contracting

2.5.1 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.

2.5.2 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. The Parties acknowledge and agree that the detailed financials and the corresponding terms and conditions are fully described in **Schedule II** of this Agreement.

3.2. 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.

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:

(i) diligently carry out the Services in an ethical manner and in good faith;

(ii) comply with the NSDC's requirements relating to the Services;

(iii) 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;

(iv) not make any untrue or misleading statement in relation to NSDC at any time in terms of this Agreement;

(v) 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**

Notwithstanding the date hereof, this Agreement shall commence on the []("Effective Date") and shall be valid for a period of ______ (____) years/months 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. Term may be extended only by mutual written agreement of the Parties.

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. NSDC'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

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 ten (10) working days from the date of execution of this Agreement by both Parties, the Service Provider shall furnish to NSDC an electronic performance security equivalent to five percent (5%) of the Agreement value, amounting to Rupees [●] only (INR [●]). The electronic performance security shall be denominated in Indian Rupees and shall be provided in the form of an unconditional and irrevocable bank guarantee issued by a nationalized/scheduled bank located in India, acceptable to NSDC, and in the format prescribed by NSDC (as set out in Schedule V) (the “Performance Bank Guarantee” or “PBG”).

9.2. The PBG shall remain valid throughout the Term of the Agreement and for a further period of three (3) months or ninety (90) days, following the expiry or termination of the Agreement, unless earlier encashed by NSDC in accordance with the terms of this Agreement.

9.3. In the event the Term of the Agreement is extended for any reason whatsoever, the Service Provider shall ensure that the validity of the PBG is correspondingly extended so as to remain valid throughout the extended Term and for a further period of three (3) months / ninety (90) days thereafter, on the same terms and conditions.

9.4. In the event NSDC terminates this Agreement in accordance with sub-clauses 6.1 or 6.3, NSDC shall be entitled to forfeit and encash the PBG, without prejudice to any other rights or remedies available under this Agreement or applicable law.

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 expert shall be described in Schedule IV. ("Key Experts").

10.2. The Service Provider shall immediately terminate and replace a Key Expert 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 Experts 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 Experts 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 Experts, 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 Experts 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

i. 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.

ii. Service Provider cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical in capacity death or any other unanticipated circumstances from the project start date unless there is written approval of the ___________________, NSDC.

iii. 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 _______________ , NSDC.

iv. If NSDC finds that any of the personnel have committed serious misconduct or have been charged with having committed a criminal action, or have reasonably caused to be dissatisfied with the performance of any of the personnel, then the 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 NSDC.

v. 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.

vi. Sub-Contracting

a. Sub-Contracting of Key Experts is not allowed, and all the resources should be on the payroll of the Technical Consultant.

b. 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 11 shall survive the termination or expiry of this Agreement.

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

13.3. The above limitations of liability and exclusions from liability set forth in this Clause 11 shall not apply (i) in cases of gross negligence or wilful misconduct; or (ii) to any liability arising our of fraudulent conduct or (iii) to statutory liability.

14. **Use of Confidential Information**

14.1. 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).

14.2. 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 13 as if they were themselves a party to it.

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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.

14.8. It is understood that Confidential Information shall not include any information which:

(i) 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;

(ii) 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

(iii) 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.

14.9. 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.

14.10. 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 14 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.

14.11. The Service Provider shall comply with all applicable laws in force including laws relating to privacy and data protection.

14.12. The provisions of this Clause 14 shall survive the expiry or termination of this Agreement.

15. Force Majeure

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

16. Governing Law, Dispute Resolution and Jurisdiction

16.1. 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. The arbitration proceedings shall be conducted in English language and seat of arbitration shall be New Delhi.

16.2. 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.

16.3. This Agreement shall be governed by and construed in accordance with the laws of India.

16.4. Subject to Clause 16.1, all disputes arising from this Agreement between the Parties shall be subject to the jurisdiction of the Courts at Delhi/New Delhi only.

17. COMPLIANCE WITH ANTI-CORRUPTION LAWS

17.1 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.

17.2 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.

17.3 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 17.3 by the Service Provider.

17.4 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.

17.5 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 16 hereof.

17.6 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 17.

18. 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:

18.1 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' 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:

i) Disabling the personnel's login credentials.

ii) Deleting the personnel's access permissions.

iii) Returning any physical media and information asset containing NSDC’s Information to Service Provider.

(3) 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.

(4) 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.

18.2 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' failure to provide training and awareness on information security.

18.3 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.

18.4 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' 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.

18.5 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.

18.6 Right to Audit

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

18.7 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.

19. **Miscellaneous**

19.1. 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.

19.2. 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.

19.3. Assignment:

(a) 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.

(b) 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.

19.4. 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.

19.5. 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.

19.6. 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 of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.

19.7. Relationship:

(a) 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 18.7(a) shall survive the termination or expiry of this Agreement.

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

19.8. 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:

[]

19.9. 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.

19.10. 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.

19.11. 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.

19.12. 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.

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

For National Skill Development Corporation

Sign: ______________________________

Name:

Title: For <Name of Service Provider>[]

Sign: ___________________________

Name:

Title:

SCHEDULE I

SERVICES

SCHEDULE -II

Payment Details

Schedule -III

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:

d. 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;
e. 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.
f. 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.
g. 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.

“Anti-competitive practice” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

“Coercive practice” means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

“Conflict of interest” means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

“Obstructive practice” means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information

Schedule IV

Key Experts with Names

Schedule V

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date…………………………[insert date of issue of the guarantee]

To: ____ [name of Purchaser]

____ [address of Purchaser]

WHEREAS _________________________ [name and address of Supplier1] (hereinafter called "the Applicant") has undertaken, in pursuance of 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.