

STANDARD PROCUREMENT DOCUMENT

Request for Proposal
for
Selection of Agency for Security Guard Services at NSDC



RFP No: RFP/NSDC/Admin/2026/75

Department- Admin

Important Dates:

Date of commencement of RFP	{29-09-2026};
Pre bid meeting Virtual through MS Teams (Click here to join) { Link the meeting link }	{05-10-2026}; {12:30 PM}
Last Date and Time for receipt of queries {{only on {GeM portal under representation sections of bid publication on GeM} / on email id procurement@nsdcindia.org }}	{06-10-2026}; {04:00 PM}
Last Date and Time for submission of Technical and Financial Bid	{20-10-2026};
Place of Submission of Proposals	https://nsdc.eproc.in/

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SECTION I: INSTRUCTIONS TO BIDDER (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” i.e. “National Skill Development Corporation”.
- 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 Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- 1.11 “Key Expert(s)/Employees” means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder’s proposal.
- 1.12 “ITB” (this Section I of the RFP) means the Instruction to Bidders that provides the Bidders about all the information needed to prepare their Proposals.
- 1.13 “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.
- 1.14 “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.
- 1.15 “RFP” means the Request for Proposals to be prepared by the Client for the selection of Bidders.
- 1.16 “Services” means the work to be performed by the Bidder pursuant to the Contract.
- 1.17 “Sub-Bidder/Contractor” means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Contract.
- 1.18 “Terms of Reference (TORs)” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 National Skill Development Corporation (NSDC), the client, intends for **Selection of Agency for Security Guard Services at NSDC Offices** (hereinafter called “Bidders”).
- 2.2 The Bidders interested in participating in this bid are invited to submit a Technical Proposal and a Financial Proposal against this RFP.
- 2.3 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
- 2.4 Pre-Proposal meeting will be held on date and time as specified in the important dates. Attending any such pre-proposal meeting is optional and is at the Bidder’s expense.
- 2.5 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.
- 2.6 The information contained in this document or information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Client, is on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.
- 2.7 This document is not an agreement and is not an offer or invitation by the Client to any parties other than the Bidder(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as Bidder or Bidders respectively). The purpose of this document is to provide the Bidders with information to assist in the formulation of their proposals.
- 2.8 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. The Client 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.
- 2.9 The information contained in the document is selective and is subject to updating, expansion, revision, and amendment.
- 2.10 Client reserves the right of discretion to change, modify, reject, add to, or alter any or all the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. Client in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.
- 2.11 The client 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 the Client 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 interest of its client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Client.
- 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 **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 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 the Client who are directly or indirectly involved in any part of
- i. the preparation of the Terms of Reference for the assignment,
 - ii. the selection process for the Contract, or
 - iii. the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

4. Corrupt and Fraudulent Practices

- 4.1 The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in **Section V**.
- 4.2 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 the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client.

5. Eligibility Criteria

- 5.1 Only those Bidders who qualify for the eligibility criteria shall be eligible for financial opening.
- 5.2 Detailed eligibility criteria i.e. pre qualifications criteria are given under **"Section II"** of this RFP.

6. Duration of Assignment

- 6.1 The duration of the assignment shall be 2 (Two) years from the date of issuance of the Notice to Proceed.

B. Preparation of Proposals

7. General Considerations

- 7.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Any deficiencies in providing the information and documents requested in the RFP may result in

the rejection of the Proposal.

8. Cost of Preparation of Proposal

- 8.1 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.
- 8.2 The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the Bidder.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in “English”.

10. Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the following documents as listed below
 - i. Documents to be submitted for Eligibility Criteria as per Section II
 - ii. All Forms as per section IV
 - iii. Any other documents requested under this RFP

11. Only One Proposal

- 11.1 The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

12. Proposal Validity

- 12.1 Bidder’s Proposal must remain valid up to **180 days** after the Proposal submission deadline. Any bid with less validity is liable for rejection.
- 12.2 During this period, the Bidder shall maintain its original Proposal without any change, including the availability of Key Experts, the proposed rates and the total price.
- 12.3 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.

13. Extension of Proposal Validity Period

- 13.1 The Client will make its best effort to complete the evaluation of bid including negotiations within the proposal’s validity period. However, should the need arise, the Proposals’ validity will automatically extend for 180 days more without any change in the original Proposal submitted by the bidder.
- 13.2 The Consultant has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.

14. Proposal Security

- 14.1 Proposal security is *not applicable*.

15. Sub-Contracting

- 15.1 The bidder shall not subcontract whole, or any part of the services awarded to them against the RFP.

16. Joint Venture

- 16.1 Joint Venture is not allowed.

17. Clarification and Amendment of RFP

- 17.1 The Bidder may seek clarification on any part of the RFP, only through the through email at procurement@nsdcindia.org }. The Client may respond to all queries of the bidders (including an explanation of the query but without identifying its source) through E-mail only.
- 17.2 No other method/means of submission of queries by bidders and / or replying to queries by the client except mentioned above is acceptable under this RFP.
- 17.3 Any addendum/corrigendum issued shall form an integral part of the RFP document.
- 17.4 If the Client deems it necessary to amend the RFP due to clarification, it shall do so by following the procedure described below:
 - 17.4.1 At any time before the proposal's submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.
 - 17.4.2 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.
 - 17.4.3 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.

18. Technical Proposal Format and Content

- 18.1 The documents/information's for Eligibility criteria would be submitted as per requirements given under **"Section II"** of the RFP.
- 18.2 The Technical Proposal shall be prepared using the format provided in **"Section IV- Forms"** of the RFP
- 18.3 Only those proposals which qualify on all parameters of Pre-Qualification Criteria will be considered for technical evaluation.
- 18.4 The Technical Proposal shall not include any financial proposal / bid information. A Technical Proposal containing financial bid information shall be declared non-responsive.

19. Financial proposal Format and Content

- 19.1 The Financial Proposal shall be prepared using the format provided in the **"Section IV- Forms"** of the RFP. It shall list all costs associated with the assignment.
- 19.2 The Bidder is responsible for meeting all tax liabilities arising out of the Contract.
- 19.3 The Bidder shall express the price for its Services in INR only. No other currency shall be accepted.
- 19.4 A financial Proposal expressing the price of its services in another currency shall be declared non-responsive.
- 19.5 The Price Bid must be protected by passwords and shall be submitted strictly in the

prescribed format, without any alterations or modifications.

- 19.6 Please do not mention password along with proposal submission. Procurement will reach out to technically qualified agencies for password via e-mail.

C. Submission, Opening and Evaluation

20. Submission of Proposals

- 20.1 The Bidder shall submit a signed and complete Proposal on <https://nsdc.eproc.in/> comprising the documents and forms in accordance with the RFP. The Bidder shall submit Technical and Financial Proposal only through the method mentioned in the RFP.
- 20.2 Only one copy of the proposal can be uploaded. An authorized representative of the Bidder shall sign the original submission letters in the required format for the 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.
- 20.3 A Proposal submitted by a Joint Venture (if allowed under the RFP) shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 20.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 20.5 Bidders are advised to submit their Proposal strictly based in line with the terms and conditions contained in the RFP documents and without any deviations. Conditional Proposals shall be summarily rejected. However, proposals offered with better specifications/requirements than mentioned in the RFP, if any, may be accepted at the sole discretion of the Client.
- 20.6 Bidder shall submit the bid in time. The date and time of the e-Procurement server clock (also displayed on the dashboard of the consultants) shall be the reference time for deciding the closing time of the Proposal submission. Consultants are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The NSDC shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process. However, NSDC reserves the right to extend the bid submission date at its sole discretion.

21. Confidentiality

- 21.1 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 and or financial proposal.
- 21.2 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 process completed.
- 21.3 Any attempt by Bidders or anyone on behalf of Bidder to improperly influence the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its

Proposal.

- 21.4 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.
- 21.5 This document is meant for specific use by the Bidders interested in participating in the current tendering process. This document in its entirety is subject to Copyright Laws. Client 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 the client. By downloading the document, the interested bidder is subject to confidentiality clauses.

22. Opening of Bid

- 22.1 Opening of Bid shall be done by client's evaluation committee in two phases as mentioned below
 - 22.1.1 **Opening of Technical proposal:** First technical proposal shall be opened by client's opening committee / procurement team and documents shall be shared with the evaluation committee for evaluation of technical proposal including eligibility criteria.
 - 22.1.2 **Opening of Financial proposal:** Financial bid of the bidder's qualifying the technical proposal shall be only opened.

23. Evaluation of Technical Proposals

- 23.1 The Client's evaluation committee shall evaluate the Technical Proposals in two phases
 - 23.1.1 **Technical Evaluation (Eligibility Criteria):** First evaluation of the documents submitted by bidders against the "**Eligibility Criteria**" shall be evaluated by the client's "Technical Evaluation Committee". The proposal meeting the requirement of Eligibility criteria shall be qualified for the financial evaluation.

24. Opening of Financial Proposals and evaluation.

- 24.1 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 those Bidders whose technical proposals achieved minimum score.
- 24.2 The notification to bidders shall be done only through the portal specified in the RFP.
- 24.3 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.
- 24.4 The opening of the financial proposal shall be done by the procurement team/ financial opening committee and the total prices recorded.

25. Method of Selection

- 25.1 The bidders, thus, technically qualified, shall only be considered for opening of their Price Bid.
- 25.2 The criteria for selection of (L-1) shall be based on the lowest total quoted price offered by eligible and technically responsive bidder subject to fulfilment of other terms & conditions and specifications defined in this RFP.

D. Negotiation & Award of Contract

26. Negotiations

- 26.1 The negotiation will be held at the date and address confirmed by the client with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a contract on behalf of the Bidder.
- 26.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Bidder's authorized representative.
- 26.3 Negotiations will be carried out for the following
 - 26.3.1 **Technical Negotiation:** Includes discussion of Terms of Reference (ToRs), proposed methodology, the Client's inputs, conditions of the Contract, and finalizing the "Description of Services / terms of references" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
 - 26.3.2 **Financial Negotiation:** The Financial negotiations include clarifying the Consultant's tax liability and how it should be reflected in the Contract.
- 26.4 **Conclusion of negotiation:** The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Bidder's authorized representative. If the negotiations fail, the Client shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity for the bidder to respond. If disagreement persists, the Client shall declare the proposal nonresponsive, informing the Bidder of the reasons for doing so. The Client shall invite the next-ranked responsive bidder to negotiate a Contract. Once the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

27. Notice to proceed

- 27.1 NSDC will initially inform the successful bidder through an email enclosing the copy of **the notice to proceed/ Confirmation E-mail** to start the work. The timeline will start from the date of notice to proceed.

28. Signing of the Contract

- 28.1 NSDC will share the draft copy of contract with the successful bidder after completion of the procurement process on the basis of the technical and financial evaluation, marks scored in technical evaluation, understanding of the capabilities of the service provider and negotiation (if any).
- 28.2 The signing of the agreement shall be made after acceptance of the contract documents by both the parties as per terms and conditions of the RFP.
- 28.3 The Draft Agreement copy attached for your review which remains unchanged.

29. Issuance of Purchase Orders

- 29.1 NSDC will issue a Purchase Order at the earliest after submission of Vendor Registration form and other KYC documents (if required) by successful bidder subject to verification of the documents by NSDC.
- 29.2 Multiple Purchase Orders (POs) may be issued to selected bidders in accordance with NSDC requirements.
- 29.3 Based on service provider satisfactory performance, subsequent, POs will be issued for additional projects / assignments.
- 29.4 However, if service provider performance does not meet NSDC's expectations, no further POs will be issued, and contract can be terminated at the Client's discretion in writing by giving 30 days' notice to the Bidder.
- 29.5 The bidder in these 30 days will ensure that they share / transfer all the knowledge, deliverable, software, documents developed during the period for this project to the Client or an agency appointed by the Client.

30. Performance Security

- 30.1 Within the 10 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 / P O value (including taxes) to the Client's.
- 30.2 The performance bank guarantee shall be denominated in Indian Rupees only.
- 30.3 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.
- 30.4 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, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers', debarring for 2 years to participate in any tender, etc.
- 30.5 The performance security will be returned to the Firm not later than 90 days after the completion of contractual obligation including warranty obligation.

31. Modification in the Value / Scope of the contract

- 31.1 NSDC reserves the right to increase or decrease the project order/scope (no of resources) during the tenure of the contract as per the following.
 - 31.1.1 If the need shall arise, the requirement shall be increased to a maximum of 25% of the subsequent value of the Contract by increasing quantity (irrespective of type of Manpower) or duration of contract period as per the terms & conditions of {NSDC procurement policy}.
 - 31.1.2 In case of decrease in project parameters, NSDC will give 15 days' written notice to the agency, the agency to ensure the required knowledge transfer and share other relevant documents of the project with the allocated team member of the agency.

32. Payment Terms

- 32.1 **Advance Payment:** No Advance payment shall be made.
- 32.2 **Payment for services:** Payment to the selected vendor shall be made as per terms and conditions given in the Terms of Reference (ToR).
- 32.3 **Liquidated Damages:** Liquidated damages shall be deducted as per terms and conditions given in the Terms of Reference (ToR).

SECTION II: ELIGIBILITY CRITERIA

S.No.	Eligibility Criteria	Documents/ Copies to be submitted
1	The bidder must be a registered legal business Entity in India under the Companies Act, or a partnership firm registered under the Limited Liability Partnership Act in India and operating for the last 5 years The bidder must have valid registrations under: • PAN • GST • EPFO • ESIC • Labour License (where applicable)	• Certificates of Registration/ Incorporation. • GST registration certificate • Copy of PAN card
2	The bidder should have an Average annual turnover of INR 2 crores for services in Government & Public organizations/PSUs/Private Organization in the previous three financial years before date of tender publication. Fy 2022-23, 2023-24, 2024-25. <u>Note: The Turnover should be individual organization</u>	CA certificates with UDIN
3	The Bidder must have completed/ongoing projects at least four orders for providing core Security Services. Each project value should not be less than 50 lacs and not less than one year contract.	Work Orders / Contracts / Agreements and Work Completion certificates/Performance Certificate (Scope must be mentioned in above documents)
5.	The bidder should have minimum 500 security personnel on its rolls.	Undertaking on letter head/ self-declaration signed by organization authorized person
4	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	Mandatory requirements: All requirements mentioned in the Terms of Reference and Scope of Work must be mandatory complied with. If bidder is not able to provide services according to TOR and SOW, they will be disqualified	Bidders need to submit proof of compliances on its letter head.

S.No.	Eligibility Criteria	Documents/ Copies to be submitted
6	Must have valid PSARA License for the state(s) where services are to be provided.	PSARA License

Note: - Submission of all the valid/legal legible documents in context to above table is mandatory. Only those Bidders whose proposals meet all the eligibility criteria would be shortlisted for further evaluation.

EVALUATION CRITERIA:

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section II
4. The successful bidder will be the one who emerges overall LI out of responsive bids. Basis of ranking will be the least cost, which would be total payout including all taxes, duties and levies. In case, the two or more firms offer the same rates, successful bidders will be the one whose average turnover during the last three financial years is higher than the other competitor (s).

SECTION III: EVALUATION CRITERIA

Not Applicable

SECTION IV: FORMS

(Documents Comprising Technical & Financial Proposal)

1. Form 1: Technical Proposal Submission Form

RFP No.:

RFP Title:

{Location, Date}

To: [Write here *Name and address of the Client*]

Dear Sir:

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal No. *[Insert RFP Number]* dated *[Insert RFP Date]* and our Proposal.

“We are hereby submitting our Proposal {in case joint venture allowed in RFP then “Insert a list with full name and the legal address of each member, and indicate the lead member”}, which includes Technical Proposal and a Financial Proposal, submitted separately through the applicable procurement method”

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) If extension of proposal validity required, Our Proposals’ validity will automatically extend for 180 days more without any change in the original Proposal submitted by us and is binding upon us.
- (d) We have no conflict of interest in accordance with ITB 3.
- (e) 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 **Section V – Code of Integrity**.
- (f) 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.
- (g) 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
- (h) We undertake to negotiate a contract if required by client in accordance with ITB clause 26.

(i) Our Proposal is binding upon us and subject to any modifications.

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

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): _____

2. Form 2: Bidder Information Form

RFP No.:

RFP Title:

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 (Refer Section III):

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Annual Turnover: 2024-25 2023-24 2022-23	
3.	Relevant Experience:	
4.	Blacklisting Declaration	
5.	Other Declarations as required	

3. Form 3: Bidder Past Experience Form

RFP No.:

RFP Title:

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

4. Form 4: Financial Proposal Submission Form

RFP No.:

RFP Title:

The Bidder is required to submit their financial proposal in the table mentioned below but not with the technical proposals. Please note that this needs to be submitted along with the technical proposal but as a separate document.

Sr. No.	Particulars	No. Of Personnel	Rate per Month for 8 hours	Rate per Month for 12 hours	Annual Rate for 8 hours	Annual Rate for 12 hours	Amount
1	Security Guard (Un armed)	57					
2	Supervisor (Un armed)	1					
3	Service Charges of Agency in %age						
	Sub Total						
	GST						
	Grand Total						

Note:

1. The above price includes All the Out of Pocket (OOP) expenses shall be borne by the bidder itself) as per RFP.
2. Bidder's service charges on the basis of percentage to be specified shall be quoted in Rupees in column 'Service Charges of Agency in %age' of above schedule. These charges shall be inclusive of all incidental charges including payment of bonus, if any involved in successful completion of the work as per scope and terms and condition in the tender documents.
3. All levies/taxes/duty etc., other than GST shall be assumed to be mandatorily included in the service charges.
4. Offers with service charges as 0 value will be treated as unresponsive. Zero percent includes all derivatives of 0 up-to 0.9999.
5. The Bidder has to propose financial proposal in format below only.

Payment Term: Payment will be disbursed within 45days post Validation of Invoice by NSDC.

The Bidder must propose price breakup in below standard structure for each state with considering Government defined minimum wages:

			Un-Skilled (8 Hrs Duty)	Un-Skilled (12 Hrs Duty)	Semi-Skilled (8 Hrs Duty)	Semi-Skilled (12 Hrs Duty)	Skilled (8 Hrs Duty)	Skilled (12 Hrs Duty)
A	Basic							
	Cost for add.4hrs Duty	50%						
	Special Allowances / HRA							
	Washing Allowance							
	Gross Wage Payable (A)							
	PF	13.00%						
	ESIC/WC/Medical	3.25%						
	BONUS	8.33%						
	Leave	8.33%						
	Gratuity	4.81%						
	Cost Of Complainces (B)							
	Sub Total (A+B)							
	Uniform Cost							
	Reliever Charges	16.67%						
	Cost of Guard (C)							
	Supervision Cost if applicable							
	Training Cost if any							
	Technology Cost if applicable							
	Direct Site Service Cost (D)							
E	Cost Services (C+D)							
F	Services Margin							
G	Price Per Head Per Month							
	Gross							
	Deduction PF							
	Deduction ESI							
	In Hand Salary							

5. **Form 5: Check List for Bidders**

(To be submitted as part of Technical Proposal on Consultant's Letter-head)

RFP No.:

RFP Title:

Sr. No.	Documents to be Submitted duly filled, signed	Yes / No
1		
2		
X		
X		
X		
X		
X	Financial Proposal was separately uploaded	
X	Any other requirements, if stipulated in ITB; or if considered relevance by the consultant	

SECTION V: FRAUD AND CORRUPT PRACTICES

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

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

SECTION VI: TERMS OF REFERENCE

INTRODUCTION

NSDC requires the services of security guard for the property and persons at premises located at 5th & 6th Floors, Kaushal Bhawan, Adjacent to Hotel Leela Palace, New Moti Bagh, New Delhi 110023 & several different Skill India Centers.

The purpose of this SOW is to enter for a new agreement for security services for one year with at least three (3) year renewal options. The service provider to perform the services by qualified, careful and efficient employees with the industry's best practices and rules and regulations.

GENERAL RESPONSIBILITIES

- 1.1. The Service Provider shall ensure that Locations are round the clock guarded and secured under all circumstances, and any security personnel deployed does not leave the Locations till reliever takes over the charge.
- 1.2. The Service Provider agrees that trained, experienced, physically fit, smart, efficient and literate security personnel with proven track record and having workable knowledge of writing and reading Hindi & English would be deployed at the Locations.
- 1.3. The Service Provider shall provide a list of such persons, whom the Service Provider shall be deputing for security at the Locations. The security personnel shall be deployed as per schedule provided by NSDC from time to time and in no case number of security personnel shall be less than as required by NSDC at any point of time. If it is found that security personnel present is less than the number asked for at any point of time, NSDC shall give an intimation to the Service Provider and shall have right to make the proportionate deduction from the payment.
- 1.4. The Service Provider agrees that trained, experienced, physically fit, smart, efficient and literate security personnel with proven track record and having workable knowledge of writing and reading Hindi & English would be deployed at the Locations.
- 1.5. The Service Provider shall provide a list of such persons, whom the Service Provider shall be deputing for security at the Locations. The security personnel shall be deployed as per schedule provided by NSDC from time to time and in no case number of security personnel shall be less than as required by NSDC at any point of time. If it is found that security personnel present is less than the number asked for at any point of time, NSDC shall give an intimation to the Service Provider and shall have right to make the proportionate deduction from the payment.
- 1.6. The Service Provider shall ensure that security personnel deployed, act with alertness to avoid entry of any unauthorized vehicle, person or material into the Locations so that the security of the complex and material / persons present thereat is not endangered.
- 1.7. The Service Provider agrees and undertakes to make good loss caused to NSDC due to any theft or damage arising out of the negligence of the Service Provider or its security persons.
- 1.8. The security personnel deployed by the Service Provider for the purpose of this Agreement shall not permit anyone except NSDC's employees to enter Locations before and after office hours without proper authorization by the person authorized by NSDC for this purpose.

- 1.9. The security personnel deployed by the Service Provider shall check the incoming and outgoing materials in and from Locations. Security personnel deployed shall not allow any material to go out without proper authorization of NSDC.
- 1.10. The Service Provider shall provide photo identity cards to each security personnel under its seal and signature for their identification. It is the essential conditions of this Agreement that Service Provider shall check and verify the antecedents of the security personnel deployed to be clean and free from all kinds of doubts before deploying them for the purposes of this Agreement.
- 1.11. The Service Provider shall ensure the presence of security personnel deployed at all times.
- 1.12. The Service Provider shall deploy its security personnel only after screening by the authorized representative of NSDC.
- 1.13. In case of fire, the security personnel on duty will initiate drills immediately to contain and extinguish the fire and also inform responsible officers of NSDC available within the Locations. They will also inform about such incidents to the local fire brigade and police station immediately.
- 1.14. NSDC shall have the right to reduce requirement of security services at its Locations without assigning any reason.
- 1.15. The Service Provider agrees that NSDC shall not be liable for any kind of claim on account of sickness or injury to the security personnel while performing duties at the Locations.
- 1.16. NSDC shall not be liable for any damages/injury sustained by the security personnel while on duty. The Service Provider shall take adequate worker's compensation cover, Group Personnel Accident Insurance policy or any suitable cover, provide hospitalization/bear medical expenses for its employees / security personnel as provided under provisions of applicable law of the land covering any such liability.
- 1.17. The Service Provider shall be solely responsible for any negligence and/or any unlawful discharge of duty or any act, omission or commission committed by its security personnel against the NSDC or any other party(ies) during the discharge of duty. Any legal/judicial liability accruing there from shall be dealt with by the Service Provider solely, in the court of competent jurisdiction against any criminal and/or civil proceedings instituted in conjunction with act/commission so committed by security personnel of Service Provider deployed at the Locations.
- 1.18. The Service Provider agrees that in case of an accident resulting in death and/or injury to any employee / security personnel of the Service Provider while on duty, the liabilities of all kind of legal consequences will rest with the Service Provider irrespective of the reasons and

circumstances of the accident. In case of any death and/or injury to employees / security personnel of the Service Provider, the insurance claim will be dealt with by Service Provider. In addition to this, any civil or criminal proceedings before a court of competent jurisdiction shall be undertaken by the Service Provider together with the punitive and/or pecuniary consequences accruing therefore in such litigations or judicial proceedings.

- 1.19. The Service Provider agrees that it shall not sub-contract its obligations under this Agreement to any other party directly or indirectly.

2. OBLIGATION OF THE NSDC

NSDC shall, from time to time, provide the feedback on the services rendered by the Service Provider under this Agreement.

3. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall not do or cause to be done any act whereby or by reason whereof the reputation and goodwill of NSDC is adversely affected in any manner whatsoever.

The services provided by the Service Provider shall be of highest standard. The Service Provider shall get its services being provided under this Agreement and its employees supervised by one of its senior representative on weekly basis.

The security personnel of the Service Provider shall always carry their identity card and be in the uniform provided by the Service Provider whilst on the Locations.

The Service Provider shall remove immediately any of its security personnel rendering services under this Agreement in case of theft, fraud, non-performance or acts that constitute moral turpitude committed by such employee or if in the opinion of NSDC, such security personnel is not suitable for any reasons whatsoever.

All persons deputed by the Service Provider for rendering Services hereunder shall be employees of the Service Provider only and they shall not be deemed to be employees of NSDC under any circumstances whatsoever. The Service Provider shall be solely liable and responsible for timely payments of all dues to such persons, including without limitation, salaries, wages and other dues.

The Service Provider shall procure the necessary licenses required under any law for providing the services under this Agreement and ensure that with respect to the persons deputed by it to render services under this Agreement, full compliance shall be made of all the labour regulations such as the Provident Fund and Miscellaneous Provisions Act, the ESI Act, Industrial Disputes Act, Contract Labour (Regulation & Abolition) Act, the Workmen Compensation and the Minimum Wages Act and such other labour and other Legislations including but not limited to Goods & Services tax (GST) and The Private Security Agencies (Regulation) Act, 2005, that may be applicable on the Service Provider from time to time. The Service Provider shall maintain the registers/records required under the various legislations. In the event of any violations of any Law, Service Provider shall be liable for all consequences and prosecutions or even automatic termination of this Agreement at the option of NSDC. It is expressly agreed by the Service Provider that NSDC or any authorized employee of NSDC

can check, verify and inspect the statutory records of Service Provider, by giving three (3) days notice to Service Provider.

The Service Provider shall submit character certificate, police verification or such other document as may be required by NSDC concerning the persons deputed to render services under this Agreement.

The Service Provider shall be liable to bear and pay to NSDC for any loss or damage due to the misuse of articles or facilities of NSDC by the Service Provider, its representatives or employees during the term of this Agreement.

The persons deployed by Service Provider under this Agreement shall not form or join or at time become part of any trade union or any act against the instructions of NSDC Management. In case it is found that any such person of Service Provider has contravened this condition, a complaint can be lodged with Service Provider who will immediately replace its persons failing which this Agreement can be terminated without giving any notice to Service Provider.

The Service Provider shall ensure adequate compensation cover for the persons deployed under this Agreement like Group Personal Accident Insurance Policy or any other suitable cover such as complete medical expenses for its such persons as well as hospitalization benefits. NSDC shall not be responsible for any loss or damages or injuries that may be sustained by the persons deputed by the Service Provider for providing service under this Agreement.

The detailed SOPs for the Service Provider in addition to the above obligations are as follows-

A. Access control

MAN

1. Frisking at the time of entry/exit as per the client instructions.
2. Checking of visitor's belongings properly
3. Maintaining of visitor register properly
4. Issuance of visitor pass to all the visitors
5. Staff attendance is recorded properly
6. Check and maintain record of contract Labour 's cards properly
7. Labour's belongings should be checked at the time of exit

MATERIAL

1. Check and maintain record of inward consignments at the time of receipt
2. Material in/out register to be maintained properly
3. Client specimen signature to be available for out going gate passes
4. Security receipt /dispatch challan must be stamped
5. Gate pass/challans/invoice must be filed properly
6. Courier in/out register must be maintained properly
7. Receipt/POD number should be recorded for out going courier

VEHICLE

1. Barrier is maintained for in/out vehicles at all times

2. Vehicle in/out register is maintained properly
3. Vehicle search mirror trolley is used for all incoming vehicle
4. Dickey check is carried out for all the incoming vehicles
5. Token is issued and recorded in the token register
6. In gate/Ramp in is kept obstruction free at all times
7. Parking is managed properly at all the times
8. Token is collected at out gate/ramp out
9. Out going vehicles are checked at out gate/ramp out after unloading
10. Out gate/Ramp out is kept obstruction free at all the times

B. TURN OUT AND GROOMING

1. Wish/salute manners are performed properly
2. Uniform is kept neat, cleaned and well ironed
3. Uniform is worn with all the accessories
4. I-Card is displayed out side on the uniform
5. Proper haircut is taken
6. Proper shaving is done
7. Shoes are polished properly

C. DEPLOYMENT

1. Authorized manpower is deployed
2. Duty shift Rota is maintained properly
3. Duty Register is maintained properly
4. Over time records are maintained
5. Extra manpower deployment is maintained
6. Enrollment register is maintained properly
7. Documents of all the security personnel are obtained and filed
8. Police verification is obtained and filed properly
9. All the duty posts are maintained properly

D. TRAINING

1. Physical drill training is conducted in daily roll-call
2. Fire fighting training is conducted weekly
3. Post duty and responsibilities training is conducted in daily roll-call
4. E-security training is conducted in monthly
5. First aid training is conducted monthly
6. Disaster management training is conducted quarterly
7. Emergency Evacuation drill is conducted annually
8. Training Register is maintained properly
9. Training schedule and Training Pamphlets/Notes are available at the site

E. POST DUTY AND RESPONSIBILITIES

1. Post duty & responsibilities chart is available at the site

2. Security personnel are aware about their post duties
3. Security personnel are performing duty properly
4. Security personnel have knowledge of physical drill
5. Security personnel have knowledge of trainings conducted
6. Documents are maintained properly as per the post duty
7. Security personnel are aware about building orientation
8. Security personnel recognize the Client Management & staff.

DOCUMENTATION AT SITE

1. List of the documents maintained at site is available
2. Documents are maintained properly
3. Old documents are arranged properly
4. Gate pass/challan/invoice are auctioned and filed properly
5. Daily reports a006Ed returns are prepared and signed by the higher authority

F. DISPLAY

1. Labor board is displayed
2. Emergency & important telephone numbers are displayed
3. Fire safety pamphlets and fire equipment's are displayed at all fire points
4. Security personnel duty shift –rota is displayed
5. Escalation chart of security agency is displayed
6. Disaster management action plan is displayed
7. First aid box is available and displayed
8. Key box with duplicate keys is displayed
9. Specimen signature of the authorized person for gate pass & key withdrawal
10. Details& photo of black listed person is displayed

G. CLIENT RELATIONS

1. Client feed back reports are available at site
2. Action taken for improvement is recorded in client relation book
3. Client meeting schedule is available at site
4. Client meetings are conducted as per the schedule
5. Contract is renewed timely
6. Invoice is submitted timely and payments are received regularly

Scope of Work:

- Duties clearly of Security Guard Services in Centers – 8/12-hour shift at each location
- In case of Weekly off and any leave agency to ensure providing reliver wherever required.
- Minimum Qualification & Experience
 - Minimum educational qualification and experience required for guards and supervisors.
 - Minimum 10th for unskilled, semi-skilled and skilled subject to experience. For supervisor, minimum qualification must be graduation.

- Background Verification:
 - Requirements related to police verification and background verification of deployed personnel is mandatory and need to provide before deployment.
- Technology and Equipment required:
 - ✓ Geo-tagged attendance system: Guards must mark attendance through a GPS-enabled mobile application.
 - ✓ Leave management through app: All leave requests and approvals to be routed via App.
 - ✓ Hourly alert calls (night shifts): Central control team to place alert calls to on-duty guards every hour during night shifts to ensure alertness.
 - ✓ Monthly training: A training calendar must be maintained, and monthly safety and security training sessions should be conducted for all guards.

State wise location of Deployment:

Location	Billing Address	Shipping Address	Security Staff			Total Head Count
			Male - Security	Supervisor	Female - Security	
Delhi	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	Bungalow no 73, South Avenue Area, President's Estate New Delhi-110001	2	0	0	2
Delhi	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	25 Tuglak Road New Delhi-110011	3	0	0	3
Delhi-NSDC	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	6	1	1	8
Varanasi, UP	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	ITI Karaundi, Skill India International Center SIIC, ITI Karaundi, Near BHU Hyderabad Gate, Karaundi, Varanasi, Uttar Pradesh, 221005		0		4
			4		0	
Odisha	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	-	0	0	0	0

Location	Billing Address	Shipping Address	Security Staff			Total Head Count
			Male - Security	Supervisor	Female - Security	
Deogarh	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	Gupta Palace, Near Petrol Pump, Purunagarh, Mouza-Deogarh, Deogarh, Odisha – 768108	3	0	0	3
Dhenkanal	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	Dhenkanal District, At-Amalapada, PO-Dhenkanal, PS-Dhenkanal Town, Dhenkanal, Odisha – 759001	3	0	0	3
Angul	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	Plot No. 996/6644/7011, Amalapada 6th Lane, Angul, Odisha – 759122	3	0	0	3
Sambalpur	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	Mahipal, Near Outpost Police Station, Sambalpur, Odisha – 768200	3	0	0	3
Bhadrak	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	At/PO-Asurali, PS-Bhadrak, Bhadrak, Odisha – 756137	3	0	0	3
Greater Noida	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	A39 Greter Noida Uttar Pradesh - 201310	4	0	0	4
Kanpur	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	RDSDE Kanpur, NSTI Kanpur, CTI Chouraha, Sanjay Nagar, Kanpur, Uttar Pradesh- 208022	2	0	0	2
Guwahati	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	IIE. Near Games Village, Lalmati Guwahati, Assam- 781029	2	0	0	2
Bangalore	5th & 6th Floors Kaushal Bhawan New	RSDE, Karnataka, NSTI Campus (FTI Campus), Outer Ring	2	0	0	2

Location	Billing Address	Shipping Address	Security Staff			Total Head Count
			Male - Security	Supervisor	Female - Security	
	Moti Bagh New Delhi-110023	Road, Bengaluru, Karnataka – 560022				
Hyderabad	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	RDSDE Hyderabad, Regional Director, RDSDE, NSTI Vidyanagar, Opp. Shivam temple, Hyderabad, Telangana -500007	2	0	0	2
Ludhiyana	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	RSDE, Punjab Camp NSTI, Gill Road Ludhiana, PUNJAB - 141003	2	0	0	2
Upcoming – Chandigarh	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	Yet to be Confirmed	6	0	0	6
Upcoming - Jaipur	5th & 6th Floors Kaushal Bhawan New Moti Bagh New Delhi-110023	Yet to be Confirmed	6	0	0	6
Total Head Count			56	1	1	58

Note: NSDC may increase and decrease or add location at any stage of assignments. Any such change shall be formalized through an Addendum to the Agreement executed by the parties.

Compliance and Insurance:

Adherence to all applicable statutory labour laws and regulations

Performance Monitoring:

- ✓ Regular audits and checks are to be conducted by the agency SPOC.
- ✓ Monthly performance review reports to be submitted.
- ✓ Non-compliance or underperformance shall be flagged, an incident report to be submitted and corrective action to be ensured within defined timelines.

Service Level Agreement (SLA) metrics include:

- ✓ Punctuality and attendance

- ✓ Adherence to shift schedules
- ✓ Incident reporting and response time
- ✓ Training participation
- ✓ Uniform & Grooming

Penalty Clause:

If the Service Provider fails to meet the agreed service levels or breaches any terms under this Agreement, the following penalties shall apply:

1. **Manpower Shortage:**
If the Service Provider fails to provide the required number of security personnel at any location as agreed in the scope of work, a penalty shall be deducted from the monthly invoice.
2. **Non-Performance:**
If a guard is found sleeping, absent from the post without approval, engaging in misconduct, or not adhering to the standard operating procedures (SOPs), a penalty shall be imposed.
3. **Uniform and Equipment Violation:**
If any personnel is not in proper uniform or lacks required equipment (e.g., baton, torch, ID card), a penalty shall be levied.
4. **Late Reporting:**
Delays in reporting to duty beyond [20 minutes] without valid justification shall attract a penalty shall be imposed per incident.
5. **Unauthorized Absence or Abandonment:**
If a security post is left unattended at any time during the contractual hours, a penalty per incident shall be charged.
6. **Repeated Offenses:**
In case of three or more violations by the same personnel within a 30-day period, the Service Provider shall replace the personnel within 48 hours failing which an additional penalty shall apply.
7. **Right to Recover:**
All penalties shall be adjusted against the monthly invoice or recoverable by the NSDC.

Penalty Percentage:

- i. 0.5% of monthly billing for the first week;
- ii. 1% of monthly billing for the second week; and
- iii. 2.5% of monthly billing for the third week and above.

SECTION VII: DRAFT 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(CIN: U85300DL2008NPL181612), 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-] incorporated under the [act under which service provider is incorporated], and having its registered office at [write registered office of the bidder] (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 Service Provider submitted a bid response dated DD-MM-YYYY ("Bid Response") pursuant to the RFP where the Service 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) **“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;
- e) **“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.
- f) **“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.
- g) **“Order”** shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority.
- f) **“Purchase Order (PO)”** 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 of 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 on 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 person 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, 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 meets 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 _____(_____) months and shall come to an end on []. The term can be extended or reduced by mutual written agreement between the Parties depending upon performance of the service provider and requirement of NSDC.

6. TERMINATION

6.1. NSDC may terminate this Agreement immediately in the event that:

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

- these things or any judgment is made against that Service Provider or any similar occurrence under any jurisdiction affects that Service Provider; or
- f) Service Provider ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.
- 6.2. NSDC may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days.
- 6.3. NSDC may terminate this Agreement immediately if NSDC determines that the Service Provider and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in Corrupt or Fraudulent practices in executing this Agreement. The terms “corrupt” and “fraudulent” are defined in Schedule III to this Agreement.
- 6.4. 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, 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 to provide 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 consultant, 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 incapacity 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. Nothing in this Agreement will function to transfer either Party's Intellectual Property Rights (IPR) to the other Party.
- 12.2. Each party will retain exclusive interest in and ownership of its Intellectual Property Rights developed before this Agreement or developed outside the scope of this Agreement.
- 12.3. Notwithstanding anything stated in this Agreement or any other document, all Intellectual Property Rights developed under / during the course of this Agreement in any form shall vest only in NSDC. Service Provider shall have no right of any kind over it.

- 12.4. Except otherwise specifically agreed, a Party may use the IPRs of other Party for the limited purpose as envisioned under this Agreement with prior written consent of such other Party.
- 12.5. In case either Party or its Representatives carry on any function associated with this Agreement through any link or website or advertisement or in any other manner mentioning other Party and/or its Representatives, it shall require prior written approval of such other Party.
- 12.6. This Clause shall survive the expiry or termination of this Agreement.

13. INDEMNIFICATION

- 13.1. Without limiting any other rights which NSDC may have under this Agreement and under law, the Service Provider shall indemnify, defend, hold harmless and keep indemnified NSDC, its associates, partners or its directors or its employees from and against any claim or loss including without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses) liability (whether criminal or civil) suffered and/or incurred by NSDC, its affiliates or its directors or its employees arising from or in connection with the performance of the Services by the Service Provider under this Agreement or due to any breach of the terms and condition of this Agreement including any covenants, obligations and representations and warranties of the Service Provider, or with any applicable laws and regulations governing the performance of the Services by the Service Provider under this Agreement. The provisions of this Clause 13 shall survive the termination or expiry of this Agreement.
- 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 13 shall not apply (i) in cases of gross negligence or wilful misconduct; or (ii) to any liability arising out of fraudulent conduct or (iii) to statutory liability.

14. USE OF CONFIDENTIAL INFORMATION

- 14.1 Confidential Information: The Parties agree to treat all information relating to either Party's technology and other know-how, trade secrets, trademarks, products, business plans, financial information, trading information or any information relating to the other Party, its affiliates, suppliers or customers, which is not available to the public, and was acquired in the performance of this Agreement, as confidential information (collectively the "**Confidential Information**")
- 14.2 Duty Not to Disclose: The Parties agree and undertakes not to disclose or disseminate (or cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, and not to make use of such Confidential Information otherwise than for the purpose of this Agreement. Each Party shall take all reasonable measures to prevent its employees, agents, and any of its affiliates from acting in a manner which may result in the disclosure of the Confidential Information.
- 14.3 Confidentiality after the Term: This confidentiality restriction shall continue to apply after the expiration or termination of this Agreement for a period of three (3) years, or such longer period as may be required by law.

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 venue, 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"), Bharatiya Nyaya Sanhita ("BNS"), 2023 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 BNS.
- 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 17 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 (including their personnel), 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 are found to have violated Service Provider's confidentiality or security policies.
 - (2) Service Provider shall take all necessary steps to ensure that upon termination/resignation/separation etc. of its personnel, such personnel's access to NSDC’s Information and related assets is terminated, including but not limited to:
 - 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 damage 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 shall be:
 - (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 should 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 at all times 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 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.
- 19. **MISCELLANEOUS**
- 19.1 **Entire Agreement:** This Agreement, the Schedules and recitals hereto (which are hereby expressly incorporated herein by reference) constitutes the entire agreement and 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 **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 be a maximum of the amount of loss, fine, penalty, liability, etc. suffered by NSDC and/or the aggregate of the amounts prescribed under one or more applicable laws.
- 19.4 **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 thereunder, to any third party without the prior written consent of the Service Provider. NSDC shall intimate the service provider in writing within seven (07) working days of such assignment. 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.
- 19.5 **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.
- 19.6 **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.
- 19.7 **Delays or Omissions:** No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.
- 19.8 **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 19.7(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.

19.9. **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:
[]

- 19.10. **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.
- 19.11. **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.
- 19.12. **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.
- 19.13. **Survival:** The provisions of Clauses and such other provisions of this, which are by their nature, intended to survive the termination of this, 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

Section 6. NSDC Policy –Corrupt and Fraudulent Practices

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

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

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

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

"Fraudulent Practice", mean following:

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

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

Schedule IV

Key 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.