Standard Request for Proposals
for
Renewal of Group Mediclaim Policy

RFP No. RFP/HR/2020/005
19th May 2020
Department- HR

Important Dates:

<table>
<thead>
<tr>
<th>Important Date Event</th>
<th>Date and Time</th>
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</thead>
<tbody>
<tr>
<td>Date of commencement of RFP</td>
<td>19th May 2020</td>
</tr>
<tr>
<td>Receipt of Queries by email to <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a></td>
<td>25th May 2020, 15:00 hrs</td>
</tr>
<tr>
<td>Last Date and Time of Receipts of Technical and Financial Proposal</td>
<td>2nd June 2020, 15:00 hrs</td>
</tr>
<tr>
<td>Place of Submission and Opening of Proposals</td>
<td><a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a></td>
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</tbody>
</table>
INSTRUCTION TO CONSULTANTS/BIDDERS (ITC/ITB/ITB)

A. General Provisions

1. Definitions
   (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant/bidder.
   (b) “Applicable Law” means the laws and any other instruments having the force of law in India.
   (c) “Client” means NSDC
   (d) “Consultant/bidder” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
   (e) “Contract” means a legally binding written agreement signed between the Client and the Consultant/bidder.
   (f) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Client. It excludes the Client’s official public holidays.
   (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant/bidder, Sub-consultant/bidder or Joint Venture member(s).
   (k) “Government” means the government of India.
   (l) “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.
   (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant/bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
   (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant/bidder’s proposal.
   (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant/bidder or its Sub-consultant/bidder and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
   (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants/bidders, based on the SPD - RFP.
   (s) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
   (t) “Services” means the work to be performed by the Consultant/bidder pursuant to the Contract.
   (u) “Sub-consultant/bidder” means an entity to whom the Consultant/bidder intends to subcontract any part of the Services while the Consultant/bidder remains responsible to the Client during the whole performance of the Contract.
   (v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant/bidder, and expected results and deliverables of the assignment.
2. Introduction

2.1. National Skill Development Corporation (NSDC), the client intends to select insurance companies/brokers for Renewal of Group Mediclaim Policy (hereinafter called “Consultants/bidders”).

2.2. The Consultants/bidders are invited to submit a Technical Proposal and a Financial Proposal against this RFP. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant/bidder.

2.3. The Consultants/bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals.

2.4. The Client will timely provide, at no cost to the Consultants/bidders, the inputs, relevant project data, and reports required for the preparation of the Consultant/bidder’s Proposal.

2.5. The information contained in this document or information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of NSDC, is on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. This document is not an agreement and is not an offer or invitation by NSDC to any parties other than the bidder(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as —Bidder or —Bidders respectively). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This document does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this document. NSDC makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this document. The information contained in the document is selective and is subject to updating, expansion, revision, and amendment.

2.6. NSDC reserves the right of discretion to change, modify, reject, add to, or alter any or all of the provisions of this document and/or the bidding process, without assigning any reason whatsoever. NSDC in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document. NSDC reserves the right to reject any or all proposals received in response to this document at any stage without assigning any reason whatsoever. The decision of NSDC shall be final, conclusive and binding on all the parties.

3. Conflict of Interest

3.1. The Consultant/bidder is required to provide professional, objective, and impartial advice, at all times 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 Consultant/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 Consultant/bidder or the termination of its Contract and/or sanctions by NSDC.

3.3. Without limitation on the generality of the foregoing, the Consultant/bidders shall not be hired under the circumstances set forth below:

3.3.1. Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide
consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

3.3.2. Conflicting assignments Conflict among consulting assignments: a Consultant/bidder (including its Experts and Sub-consultants/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 Consultant/bidder for the same or for another Client.

3.3.3. Conflicting relationships Relationship with the Client’s staff: a Consultant/bidder (including its Experts and Sub-consultants/bidders) that has a close business or family relationship with a professional staff of NSDC who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NSDC throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage Fairness and transparency in the selection process require that the Consultants/bidders or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in this RFP all information that would in that respect give such Consultant/bidder any unfair competitive advantage over competing Consultants/bidders.

5. Corrupt and Fraudulent Practices: The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Annexure 3. In further pursuance of this policy, Consultants/bidders shall permit and shall cause their agents, Experts, Sub-consultants/bidders, sub-contractors, services providers, or suppliers to permit NSDC to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by NSDC.

6. Eligibility Criteria: Only those consultants/bidders who qualify the eligibility criteria will be evaluated technically:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Eligibility Criteria</th>
<th>Documents to be submitted</th>
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<tbody>
<tr>
<td>1.</td>
<td>The bidder Should be an insurance Company/broker registered with Insurance Regulatory Development Authority (IRDA) for providing health insurance and Group Mediclaim Insurance in India for the past 10 years from the date of publishing of this RFP. The Consultant/bidder should have valid PAN/GST/registration documents.</td>
<td>Incorporation Certificate, Valid Registration Certificate with IRDA, PAN and GST</td>
</tr>
<tr>
<td>The Third-Party Administrator (TPA) proposed by the bidder in claims processing should also be registered with IRDA for health insurance and Group Mediclaim Insurance in India for the past 10 years from the date of publishing of this RFP.</td>
<td>Incorporation Certificate, Valid Registration Certificate with IRDA, PAN and GST</td>
<td></td>
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<tr>
<td>2. The bidder should have proven experience of managing Group Mediclaim Insurance Policy for minimum 5 different companies for a group size of at least 750 lives per year covered during each of the last 5 financial years.</td>
<td>Copies of PO/ Agreements with clearly stipulating the group size should be furnished. In case of NDA, letter/certificate from client required. Self-certification will not be accepted.</td>
<td></td>
</tr>
<tr>
<td>The Third-Party Administrator (TPA) proposed by the bidder should also have proven experience of managing Group Mediclaim Insurance Policy for minimum 5 different companies for a group size of at least 750 lives per year covered during each of the last 5 financial years.</td>
<td>Copies of PO/ Agreements with clearly stipulating the group size should be furnished. In case of NDA, letter/certificate from client required. Self-certification will not be accepted.</td>
<td></td>
</tr>
<tr>
<td>3. The bidder should have collected average annual premiums of minimum Rs. 10 Cr for Group Mediclaim Insurance Policies in each of the last 5 years.</td>
<td>Copies of PO/ Agreements with clearly stipulating the group size should be furnished. Self-certification will not be accepted.</td>
<td></td>
</tr>
<tr>
<td>4. The insurance company/broker through any insurance company and TPA should have achieved minimum Claim Settlement Ratio of 90% and above for Group Mediclaim policies in each of the last 3 years as on 31.03.2020.</td>
<td>IRDA report/ credible rating agencies reports/ Undertaking on letter head along with details</td>
<td></td>
</tr>
<tr>
<td>5. The insurance company/broker through any insurance company and/or TPA should have excellent TAT and extensive network of hospitals in locations across India.</td>
<td>IRDA report/ credible rating agencies reports/ Undertaking on letter head along with details</td>
<td></td>
</tr>
<tr>
<td>6. Bidder and TPA should have never been involved in any illegal activity or financial frauds. Bidder’s contract or TPA contract in the past was not terminated during the contract period due to unsatisfactory performance, nor it refused to continue the services for any Company after the contract was awarded to them. The bidder and the TPA 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.</td>
<td>Undertaking on letter head of insurance company</td>
<td></td>
</tr>
</tbody>
</table>
7. **Duration of Assignment**

The duration of assignment shall be for 1 year from the start of agreement. However, the quality of service provided by the Consultant/bidder and the performance of the Consultant/bidder shall be reviewed continuously and in case the performance is unsatisfactory, the Consultant/bidder’s contract can be terminated at NSDC’s discretion. In case, there is a requirement for more consultants/bidders based on volume or geographical reach or any other reason, NSDC may hire more consultants/bidders for similar purpose.

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**B. Preparation of Proposals**

8. **General Considerations**: In preparing the Proposal, the Consultant/bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

9. **Cost of Preparation of Proposal**: The consultant/bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the consultant/bidder.

10. **Language**: The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant/bidder and the Client, shall be written in English.

11. **Documents Comprising the Proposal**: The Proposal shall comprise the documents and forms listed in Annexure 1.

12. **Only One Proposal**: The consultant/bidder shall submit only one Proposal. If a consultant/bidder, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

13. **Proposal Validity**: Consultant/bidder’s Proposal must remain valid up to 180 days after the Proposal submission deadline. During this period, the consultant/bidder shall maintain its original Proposal without any change, including their availability. If it is established that any consultant/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.

13.1. **Extension of Validity Period**: The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Proposals’ validity will automatically extend by 180 days more.

13.2. **Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.**

14. **Proposal Security**: The consultant/bidder shall furnish as part of its proposal security of Rs. 5,00,000/- in the form of a Demand Draft or Bank guarantee from scheduled banks (format mentioned in Annexure 2) or in the form of Fixed Deposit (format mentioned in Annexure 4 and Annexure 5).

14.1. Any Proposal not accompanied by a substantially responsive Proposal Security shall be rejected by the Client as non-responsive.

14.2. Proposal Security of unsuccessful Consultants/bidders shall be returned as promptly as possible upon the successful Consultants/bidders signing the contract and furnishing the Performance Security.
14.3. The Proposal Security of the successful Consultant/bidder shall be returned as promptly as possible once the successful Consultant/bidder has signed the contract and furnished the required performance security.

14.4. The Proposal Security may be forfeited:
   14.4.1. if a consultant/bidder withdraws its proposal during the period of proposal validity, or any extension thereto provided by the consultant/bidder; or
   14.4.2. if the successful consultant/bidder fails to sign the Contract; or
   14.4.3. fails to furnish a performance security

14.5. Proposal Security is exempted for organizations registered with MSME. The Consultant/bidder must submit MSME certificate.

15. **Sub-Contracting**: The consultant/bidder shall not subcontract the whole of the Services.

16. **Clarification and Amendment of RFP**: The Consultant/bidder may request a clarification of any part of the RFP till the date mentioned in the RFP document. Any request for clarification must be sent in writing, by email to the Client’s email address: procurement@nsdci.org. The Client may respond in writing, by email, or will upload responses (including an explanation of the query but without identifying its source) to all Consultants/bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
   16.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be shared with the consultants/bidders.

   16.2. 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 Consultants/bidders reasonable time to take an amendment into account in their Proposals.

   16.3. The Consultant/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.

17. **Technical Proposal Format and Content**: The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. Failure to comply with this requirement will make the Proposal non-responsive.

18. The Financial Proposal shall be prepared using the format provided in Form Fin 1 of the RFP. It shall list all costs associated with the assignment.

19. The Consultant/bidder is responsible for meeting all tax liabilities arising out of the Contract.

20. The Consultant/bidder may express the price for its Services in the currency as stated in the Financial Proposal format.

C. **Submission, Opening and Evaluation**

21. **Submission of Proposals**:
   21.1. The Consultant/bidder shall submit a signed and complete Proposal comprising the documents
and forms in accordance with Annexure 1. The Consultant/bidder shall submit Technical and
Financial Proposal only on procurement@nsdcindia.org.

21.2. An authorized representative of the Consultant/bidder shall sign the original submission letters
in the required format for Technical Proposal and shall initial all pages. The authorization shall
be in the form of a written power of attorney attached to the Technical Proposal.

21.3. The Technical Proposal shall be mailed at procurement@nsdcindia.org on or before the last
date and time.

21.4. Similarly, the Financial proposal should also be sent with the technical proposal. Financial
proposal document should be encrypted, and password protected. Password should not be
disclosed at the submission of proposals. Only if agency is qualified technically for financial
opening and Procurement informs about the qualification and requests for password, then the
agency will be required to share the password.

21.5. If financial proposal is not encrypted or disclosed in technical proposal, agency will be
disqualified.

21.6. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they
are signed or initialed by the person signing the Proposal.

22. Confidentiality: From the time the Proposals are opened to the time the contract is awarded, the
Consultant/bidder should not contact the Client on any matter related to its Technical Proposal.

22.1. Information relating to the evaluation of Proposals and award recommendations shall not be
disclosed to the Consultants/bidders who submitted the Proposals or to any other party not
officially concerned with the process, until the selection.

22.2. Any attempt by Consultants/bidders or anyone on behalf of the Consultant/bidder to influence
improperly the Client in the evaluation of the Proposals or selection decisions may result in the
rejection of its Proposal.

22.3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of
selection, if a Consultant/bidder wishes to contact the Client on any matter related to the
selection process, it should do so only in writing.

22.4. This document is meant for the specific use by the bidders interested to participate in the current
bidding process. This document in its entirety is subject to Copyright Laws. NSDC expects
the bidder or any person acting on behalf of the bidders to strictly adhere to the instructions
given in the document and maintain confidentiality of information. The bidders shall be held
responsible for any misuse of information contained in the document if such a circumstance is
brought to the notice of NSDC. By downloading the document, the interested party is subject
to confidentiality clauses.

23. Opening of Technical Proposals: The Client’s evaluation committee shall conduct the opening
of the Technical Proposals at NSDC premises as per the opening date, time stated in this RFP.

24. Proposals Evaluation:
The Consultant/bidder is not permitted to alter or modify its Proposal in any way after the
proposal submission deadline. While evaluating the Proposals, the Client will conduct the
evaluation solely on the basis of the submitted Eligibility Criteria and scoring criteria.

25. Evaluation of Technical Proposals: The Client’s evaluation committee shall evaluate the
Technical Proposals on the basis of their responsiveness to the RFP, applying the eligibility
criteria and scoring criteria specified in table below. Each responsive Proposal qualifying all aspects of eligibility criteria and passing minimum marks will be considered for selection. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the eligibility criteria and minimum technical score indicated in table below:

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<th>Sl No.</th>
<th>Criterion</th>
<th>Maximum Marks</th>
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<tr>
<td>1</td>
<td><strong>Number of years in providing group Mediclaim policies</strong>&lt;br&gt;10 years to 15 years: 5 marks&lt;br&gt;16 years to 21 years: 10 marks&lt;br&gt;22 years or more years: 15 marks</td>
<td>15</td>
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<tr>
<td>2</td>
<td><strong>The bidder should have proven experience of managing Group Mediclaim Insurance Policy for minimum 5 different companies for a group size of at least 750 lives per year covered during each of the last 5 financial years.</strong>&lt;br&gt;5-15 companies: 5 marks&lt;br&gt;16- 25 companies: 10 marks&lt;br&gt;26 or more: 15 marks</td>
<td>15</td>
</tr>
<tr>
<td>3</td>
<td><strong>The bidder should have collected average annual premiums of minimum Rs. 10 Cr for Group Mediclaim Insurance Policies in each of the last 5 years</strong>&lt;br&gt;Rs. 10 Cr – Rs. 50 Cr : 5 marks&lt;br&gt;More than Rs. 50 Cr - 100 Cr : 10 marks&lt;br&gt;More than 100 Cr : 15 marks</td>
<td>15</td>
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<td>4</td>
<td><strong>Average Claim Settlement ratio minimum 90% and max 100% in last 3 financial years i.e. 2019-20, 2018-19, 2017-18</strong>&lt;br&gt;90% or more but less than 91% : 1 mark&lt;br&gt;91% or more but less than 92% : 1 mark&lt;br&gt;Continuing as above, 1 mark for each 1% range upto max of 10 marks</td>
<td>10</td>
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<tr>
<td></td>
<td><strong>Rating as per rating credible agencies in 2019-20:</strong>&lt;br&gt;Top rated as per ranking range: 3 marks&lt;br&gt;Second rank as per ranking range: 5 marks</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>Average Turnaround Time (TAT) for processing hassle free claims in Mediclaim policies in last 3 financial years: 2019-20, 2018-19, 2017-18</strong></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>1. <strong>Cash less approval: 10 marks</strong>&lt;br&gt;Bidders with best TAT will be given highest marks and others will be given marks proportionately</td>
<td></td>
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<tr>
<td></td>
<td>2. <strong>Reimbursable approval: 10 marks</strong>&lt;br&gt;Bidders with best TAT will be given highest marks and others will be given marks proportionately</td>
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<td></td>
<td><strong>Number of Network hospitals in locations across India and overseas:</strong>&lt;br&gt;Bidders with the highest number of network hospitals will be given highest marks and others will be given marks proportionately</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td><strong>Number of locations/cities covered within network hospitals</strong>&lt;br&gt;Bidders with the highest number of locations/cities covered will be given highest marks and others will be given marks proportionately</td>
<td>10</td>
</tr>
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</table>

Minimum Qualifying Marks: 70
26. **Public Opening of Financial Proposals**
   a) After the technical evaluation is completed and approved by the Committee, the Client shall notify those Consultants/bidders whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant/bidder’s overall technical score) that their proposal cannot be considered further and their Financial Proposals will remain unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants/bidders that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants/bidders sufficient time to make arrangements for attending the opening. The Consultant/bidder’s attendance at the opening of the Financial Proposals is optional and is at the Consultant/bidder’s choice.

   b) The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants/bidders whose proposals have passed the minimum technical score and who wish to attend the meeting. At the opening, the names of the Consultants/bidders shall be read aloud, and the overall individual technical score will be communicated to respective consultant/bidder only. The Financial Proposals will then be inspected to confirm that they are as per the terms of RFP. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

   c) NSDC may use E-Reverse Auction process for financial opening for this Procurement. Only technically qualified agencies will get one-time half an hour online training by our empaneled e Auction vendor C1 India Pvt. Ltd. All qualified agencies will have to submit their financial quotes as pre-bid in E-Auction system and same will be verified by NSDC with submitted Financial quote of agencies. E-Auction time slot will be informed to qualified agencies at later stage.

27. Please note that in both E-Auction and without E-Auction process **Least Cost Selection** Method will be used.

28. **Negotiations and Award**
   a. The consultant/bidder can be issued a Purchase Order or draft agreement.
   b. In case draft agreement is shared with the selected consultant/bidder, they will be requested for their review and signatures.
   c. If the negotiations fail, Client will invite the next-ranked/qualified Consultant/bidder to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant/bidder, the Client shall not reopen the earlier negotiations.
   d. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant/bidder’s authorized representative.

29. NSDC reserves the right to award work to one or more consultants/bidders for any specific assignment.

30. The decision of NSDC will be final and binding upon all consultants/bidders.
Annexure -1
(Documents Comprising Technical Proposal)

Form TECH-1
Technical Proposal Submission Form

{Location, Date}
To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the valuation services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. "We are hereby submitting our Proposal. We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.

(b) Our Proposal shall be valid and remain binding upon us for the period of 180 days after the last date of submission.

(c) We have no conflict of interest in accordance with ITC/ITB 3.

(d) We meet the eligibility requirements as stated in ITC/ITB 6, and we confirm our understanding of our obligation to abide by the NSDC’s policy in regard to corrupt and fraudulent practices as per Annexure 3.

(e) We, along with any of our sub-Consultants/bidders, subcontractors, suppliers, or service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.

(f) In competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988.

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

We 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 Consultant/bidder: __________________

Address: __________________
Contact information (phone and e-mail): __________________
I. General Information (Please use MS excel to provide details of this table below)

<table>
<thead>
<tr>
<th>Sl</th>
<th>Particulars</th>
<th>Details (enclose supporting documents, wherever required)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Name of the Consultant/bidder</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Registered Address</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Concerned person’s Name and Designation</td>
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<tr>
<td>4.</td>
<td>Mobile no</td>
<td></td>
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<tr>
<td>5.</td>
<td>Email ID</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Sl</th>
<th>Particulars</th>
<th>Details (enclose supporting documents, wherever required as per)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder’s Date of Incorporation</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bidder’s IRDA Registration Number and Date of Registration</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Third-Party Administrator (TPA) Date of Incorporation</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Third-Party Administrator (TPA) IRDA Registration Number and Date of Registration</td>
<td></td>
</tr>
</tbody>
</table>
III. Information as per eligibility criteria, clause 6 and Technical evaluation criteria, Clause 24

(Please use MS excel to provide details of this table below)

<table>
<thead>
<tr>
<th>Year</th>
<th>Sl</th>
<th>Name of Clients</th>
<th>No. of Lives (self and dependent)</th>
<th>Sum Insured Family floater</th>
<th>Premium Amount in Rs</th>
<th>Policy name &amp; Code</th>
<th>TPA Claims reported</th>
<th>Claims settled</th>
<th>Claims Outstanding</th>
<th>Claims rejected</th>
<th>Claim settlement ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-20</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>3</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>2018-19</td>
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<tr>
<td>2017-18</td>
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<td></td>
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<tr>
<td>2016-17</td>
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<tr>
<td>2015-16</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Add more rows if required
IV. Information as per eligibility criteria, clause 6 and Technical evaluation criteria, Clause 24

TAT for processing claims in Mediclaim policies in last 3 financial years like the requirement in this RFP. *(Please use MS excel to provide details of this table below)*

<table>
<thead>
<tr>
<th>Sl</th>
<th>Claim</th>
<th>Cashless</th>
<th>Reimbursable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Number of Claims reported</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Value of Claims Reported</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Number of Claims Settled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Value of Claims settled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Number of claims in process</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Value of claims in process</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Number of claims rejected</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Value of claims rejected</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Avg Claim Settlement Ratio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Avg TAT for settlement of claims</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form Tech -3
(Please use MS excel to provide details of this table below)

<table>
<thead>
<tr>
<th>Sl</th>
<th>Coverages</th>
<th>Insurance Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Floater Sum Insured</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Family Definition</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Age Bracket</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>No. Of Employees</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>No. Of Lives</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1st &amp; 2nd And 4th Year Exclusion</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>1st 30 Days Exclusion</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Pre-Existing Disease Waiver</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Maternity Benefits - Limits and Coverages</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Newborn Baby Coverage from Day 1</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>9 Months Waiting Period for Maternity</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Room Rent or Room Type Restriction</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Pre And Post Hospitalization Coverage</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Domiciliary Hospitalization Cover</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Congenital Internal Disease</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Midterm Inclusion of Dependents</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Corporate Buffer</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Disease Capping</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Co- Payment</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Special Condition</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Ambulance Charge</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Claim Intimation and Submission Timeline</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Ayush Treatment</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Lasik Treatment</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Third Party Administrator (TPA)</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Add more coverages</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Add exclusions</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Number of Network Hospitals</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Number of locations covered</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Claim Settlement Ratio 2019-20</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Claim Settlement Ratio 2018-19</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Claim Settlement Ratio 2017-18</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Average Claim Settlement Ratio</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>TAT 2019-20</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>TAT 2018-19</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>TAT 2017-18</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Average TAT</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>TPA Name</td>
<td></td>
</tr>
</tbody>
</table>

a) **Complete Inclusions/Coverages as part of the Policy**
b) **Complete Exclusions not covered in Policy**
c) **Hospital List**
d) **Diseases covered and value**
e) **Procedure for registering and processing of claims, step wise in house or through TPA**
Form Fin-1

Financial Proposal Submission Form

The Consultant/bidder is required to submit their financial quote in the table mentioned below:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Amount (in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Premium Amount</td>
<td></td>
</tr>
<tr>
<td>Brokerage *</td>
<td></td>
</tr>
<tr>
<td>TPA Charges #</td>
<td></td>
</tr>
<tr>
<td>GST</td>
<td></td>
</tr>
<tr>
<td>Total Premium Amount</td>
<td></td>
</tr>
</tbody>
</table>

*Not Applicable in case bidder is insurance company

#Not applicable in case of in house claim processing

Broker firms to provide for each insurance company proposed. (Please use MS excel to provide details).
Annexure -2

Format of Proposal Security

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: National Skill Development Corporation
301, 3rd Floor, West Wing, World Mark 1, Asset 11, Aerocity
New Delhi – 110037
CIN: U85300DL2008NPL181612
RFP No.: RFP/HR/2020/005
Date: [Insert date of issue]
BANK GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that ______ [insert name of the Bidder] (hereinafter called "the Consultant/bidder") has submitted or will submit to the Beneficiary its proposal (hereinafter called "the proposal") for the execution of ________________ under RFP No. RFP/HR/2020/005 (“the RFP”).

Furthermore, we understand that, according to the Beneficiary’s conditions, proposals must be supported by a proposal bank guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ___________ (____________) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Proposal during the period of proposal validity set forth in the RFP (“the Proposal Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Proposal by the Beneficiary during the Proposal Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Consultants/bidders (“ITC/ITB”) of the Beneficiary’s bidding document.

This guarantee will expire:

(a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or

(b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Proposal Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]
Annexure 3

It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/Consultants/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-Consultant/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/Consultant/bidder and/or its employees, subcontractors/sub-Consultants/bidders, sub-vendors, agents for getting the Contract or during the execution of a Contract;

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

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

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

Date: ____________

To
The Managing Director and Chief Executive Officer
National Skill Development Corporation
301, West Wing, Worldmark-1,
Aerocity, New Delhi-110037.

Sub.: Lien on Fixed Deposit having Account Number ______________ of ______________ for an Amount of Rs. _____________ (Rupees _______________ only) along with its interest.

Dear Sir,

I, __________, __________ and authorised signatory, acting on behalf of ________________, a _______________ registered under the __________________, having its registered office at __________________ (“Borrower”) hereby create lien on Fixed Deposit alongwith Interest thereon (“FD”), as per details given below, (FD Advice enclosed herewith in original) including renewals thereof in favour of National Skill Development Corporation (“NSDC”), as a security for the Secured Obligations under Loan Agreement dated _______________ executed between the Borrower and NSDC for a loan of Rs. ______________ (Rupees _______________ Only) (“Loan Agreement”).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Customer ID</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Deposit Type</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Name of the Bank and its Branch Address</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Date of Deposit</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Principal Amount</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Rate of Interest</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Maturity Date</td>
<td></td>
</tr>
</tbody>
</table>

Further, based on the obligations arising upon the Borrower, I, on behalf of the Borrower do hereby confirm, agree and irrevocably undertake:

i. That the lien on FD is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by NSDC in respect of or relating to the Loan Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Borrower under the Loan Agreement.

ii. That the above said FD is and shall remain free from any kind of other lien, charge, etc..

iii. That in any Event of Default made by the Borrower, NSDC at its option shall be entitled to encash FD alongwith interest in its favour.

iv. That in any Event of Default made by the Borrower, NSDC at its option shall be entitled to encash FD alongwith interest in its favour. The FD shall be paid to NSDC on its demand,
without demur, fully or partially (at NSDC’s sole discretion) without NSDC being required to prove or show grounds or reasons for NSDC demand and/or for the sum specified therein.

v. That the Borrower shall not apply for premature withdrawal of the said FD and hereby authorise NSDC to automatically rollover the FD for further similar periods on each maturity date so long as the Secured Obligations are due in any manner under Loan Agreement.

vi. That the lien on FD as created hereunder shall remain valid till the entire Secured Obligations are paid by the Borrower to NSDC as per the terms of Loan Agreement.

vii. That NSDC’s rights herein shall be in addition to all rights, powers and remedies available to NSDC by virtue of Loan Agreement and any other statute, rule or law including the right of general lien and set off.

For ____________________

Name: ____________
Designation: ____________

Enclosure:
1. Fixed Deposit Advice Account Number ____________ of ____________ in original.
Date: ____________

To
The MD&CEO
National Skill Development Corporation
301, West Wing, Worldmark 1,
Aerocity, New Delhi-110037, India.

Subject: Confirmation of Lien marked in favor of National Skill Development Corporation on Fixed Deposit Advice - Account Number __________________ of ________________ for Principal Amount of Rs. __________, along with its interest.

Dear Sir,

We hereby confirm that the Lien in favor of National Skill Development Corporation (“NSDC”) has been marked on the Fixed Deposit Advice of __________ (“___”) bearing Account Number ______________ dated ______________ for the principal amount of Rs. _______________/-(Rupees __________________ Only) alongwith interest thereon.

It is hereby further confirmed that the Lien would remain valid till the entire Secured Obligations of ______________ towards NSDC are fully repaid, and the Lien would only be removed upon receiving a written consent from NSDC. Only upon receiving such written consent from NSDC, the said Fixed Deposit Advice will be returned / repaid to __________.

The said Fixed Deposit Advice shall be auto-renewed till the entire Secured Obligations are repaid to NSDC, and would be paid to you on your demand, without demur, fully or partially without you being required to prove or show grounds or reasons for your demand and / or for the sum specified therein.

For _______________

Authorized Signatory
Terms of Reference

Nature and Scope of Cover: Terms & Conditions of Group Mediclaim Policy for Existing Employees

The contract for Group Medical Insurance policy will be awarded to the insurers/brokers, who have submitted the best competitive quote for respective insurance policy/ies and have agreed to the coverage’s and terms & conditions mentioned in this RFP subject to Insurers being shortlisted based on technical bid submitted.

1. Number of lives to be covered

<table>
<thead>
<tr>
<th>Number of employees at Renewal</th>
<th>180</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of dependents at Renewal</td>
<td>534</td>
</tr>
<tr>
<td>Total Number of lives at Renewal</td>
<td>714</td>
</tr>
</tbody>
</table>

2. Coverages as per existing policy- Refer to existing Policy for further details

   1. Family Sum Insured Coverage is Rs.12 Lakhs
   2. Family Size:- 1 + 5 total = 6
   3. Limit of Maternity:- Rs. 50,000/- (Normal Delivery) and 75000/- (Cesarean Delivery)
   4. Local Emergency Ambulance Rs.2500/- (Max)
   5. Cataract Limit to Rs. 30,000/-
   6. Laser Surgery of eye covered + 5 covered upto Max 25,000/-
   7. Bariatric Surgery BMI > 35
   8. Oral Chemo (Restricted to 5,000/- per sitting max 6, Sittings upto Rs. 30,000/-)
   9. Definition of family:- Emp, spouse/dependent kids/dependent Parents/Parent in Laws
   10. Robotic Surgery For Neural and Prostrate Cancer
   11. Corporate Buffer Amount covered for Rs.15 Lacs (Corporate Buffer amount shall not applied for Maternity and Cataract related Claims and the coverages provided with capping.)
   12. 30 days Waiting Period waived
   13. Pre Existing Diseases covered
   14. 9 Months waiting period for Maternity waived
   15. Pre and Post Natal expenses covered on O.P.D basis upto maternity Sum Insured,
   16. Baby covered from Day-1(upto Sum Insured of the Family)
   17. Room Rent Limits - for Normal / ICU :- No Capping( Restricted to Normal Single Room)
   18. Pre/Post Hospitalization covered for 30/60 Days.
   19. No Co Payment.
   20. 2/4 Months waiting period waived.
   21. Please mention all other coverages in the proposed policy with special mention to COVID-19 or corona virus in the technical proposal

3. Special Conditions:

   a. The Insurance Company/Bidder to offer Cash Deposit (CD) facility and premium will be paid on pro-rata basis for the monthly addition of employees and refund of premium will be paid on the pro-rata basis in case of deletion of the employees. Insured will keep enough CD Balance with the insurance company
   b. List of Additions and Deletions of Employees would be declared by a specific day of the subsequent month. New Joinees to be automatically covered from the date of joining and Employees who have left will be deleted from the date of resignation.
c. The policy will remain in force for the entire policy period. The Insurance Company/Bidder will not cancel the policy mid-way till its expiry.
d. The monthly MIS on the last day of the month to be as per requirement and should be submitted to the NSDC on a specific date every month.
e. All other terms and conditions of the policy will be as per the standard policy of the bidder and in conformity with IRDA Guidelines. Please note that any other terms and conditions whether implicitly or explicitly stated in any of responses of the bidders will be ignored. Any other change/ modifications/ amendments etc., if desired, in the terms & conditions governing the policy may be agreed upon with the mutual consent of NSDC and the Insurance Company/bidder.
f. Please note that the NSDC reserves the right to reject one or all of the quotations received in this connection without assigning any reason.
g. The Vendor should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Company requirements as per the RFP are made available from day one of the Group Mediclaim Insurance Insurance Policy going live. Any new government/ regulatory requirements that impact the provided Group Mediclaim Insurance & Group Accidental Insurance Policy to the Company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Company at no additional cost during the period of the contract.

4. Claims Administration forming part of the Policy:
   a. Procedure for Cashless Facility in a Network Hospital: As per existing policy
   b. Procedure for reimbursement facility in a non-network hospital: As per existing policy

5. Service Levels Servicing parameters would include:
   a. Claims to be intimated to Insurer’s dedicated officer for NSDC
   b. Insurer to settle the claim within 15 working days from the date of receipt of complete set of documents
   c. If additional requirement/clarification needed by the Insurer, Insurer to inform the same to NSDC within 10 working days from the date of receipt of last set of documents
   d. Claim MIS to be submitted on regular basis to NSDC.
   e. Account review to be done on regular basis.
Tentative format of agreement

AGREEMENT

BETWEEN

NATIONAL SKILL DEVELOPMENT CORPORATION

AND

[ ]

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

1. National Skill Development Corporation, a company incorporated under the Companies Act, 1956, and having its registered office at 301, West Wing, World Mark – I, Aerocity, New Delhi - 110037 (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

2. [], a [] incorporated under the [], and having its registered office at [] (hereinafter referred to as “Service Provider” whose expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and successors-in-interest and 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 an request for proposal dated [], (“RFP”) to be read along with corrigendum issued with the RFP, is any, has called for proposals/bids to provide Services (defined in Schedule I to this Agreement)

(C) The Services Provider submitted a bid response dated [] (“Bid Response”) pursuant to the RFP where the Services Provider has represented to NSDC that it is an experienced, and fully qualified and capable of providing the Services.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

3. 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) “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.

(b) “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.

(c) “Confidential Information” includes the contents of this Agreement and all content created pursuant to this Agreement. It also includes, with respect to NSDC and the Service Provider any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, either Party pursuant to this Agreement, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of this Agreement and includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure.

(d) “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.

(e) “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 in relation to the Services or any part thereof and which exist, or may exist, in any jurisdiction anywhere in the World.

(f) “Order” shall mean any order, injunction, judgment, decree, ruling, writ, assessment or award of a court, arbitration body or panel or other Authority.
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.

4. Appointment of Service Provider

1.3. Subject to the terms of this Agreement, NSDC appoints the Service Provider to provide the Services as enumerated in Schedule I.

1.4. All services, functions or responsibilities which are reasonably necessary and required for the performance or provision of the Services shall be deemed to be included within the scope of work of the Service Provider.

1.5. Except as specifically excluded, all tools, and materials required by the Service Provider to perform its obligations under this Agreement shall be used by the Service Provider, at no extra cost to NSDC

5. Consideration and Payment Terms

1.6. In consideration of the Service Provider providing the Services (as specified in Schedule I) to NSDC, NSDC agrees to pay sufficient and valid consideration (“Consideration”) in accordance with the Payment Terms outlined in Schedule II.

1.7. The amounts shall be due upon receipt of an invoice by NSDC, and all undisputed invoices and charges shall be paid by NSDC within 30 (thirty) days of receiving such invoice from the Service Provider.

1.8. The Service Provider recognizes that payments are linked to, and dependent on the successful completion of Services, within timelines mentioned in this Agreement, and submission of all relevant deliverables sought under this Agreement.

1.9. All payments shall be made in INR.

1.10. All charges are exclusive of all applicable taxes that may be levied, imposed, charged or incurred. NSDC shall pay the consideration due under this Agreement (including taxes) after deducting any tax deductible at source, at the applicable rate. NSDC shall furnish a tax certificate evidencing payment of the tax deductible at source to the appropriate government entity or Authority on a timely basis.
1.11. All payments are inclusive of all out of pocket expenses. Except as provided under the Agreement, the Service Provider shall not be entitled to claim any out of the pocket expenses incurred pursuant to its performance of obligations under the Agreement.

6. Term
Notwithstanding the date hereof, this Agreement shall commence on the [(“Effective Date”)] and shall be valid for a period of [ ] years and shall come to an end on [ ]

7. Termination
1.12. Either Party may terminate this Agreement by giving written notice of 15 (fifteen) days to the other in the event that:

(a) the other Party has committed a material breach of any of its obligations hereunder which cannot be remedied;

(b) the other Party 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;

(c) the other Party goes into liquidation or bankruptcy (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that other Party’s assets or if that other Party 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 other Party or any similar occurrence under any jurisdiction affects that other Party; or

(d) the other Party ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.

1.13. NSDC may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days

1.14. NSDC may terminate this Agreement immediately if NSDC determines that the Service Provider and/or its employees, sub-contractors, sub-consultant/bidder, 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

1.15. Either Party’s right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.

8. Consequences of Termination
1.16. Upon termination of this Agreement, any rights or authority granted by NSDC to the Service Provider under this Agreement shall terminate with immediate effect.

1.17. Within 7 (seven) business days after termination, 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.

1.18. Except where the Agreement is terminated pursuant to clause 5.3 (Termination for Corrupt and Fraudulent Actions), all charges or amounts payable for the completion of milestones
already achieved, or services already availed, whether invoiced or not, subject to the Service Provider providing suitable invoices, outstanding upon the date of termination, shall be settled within 30 (thirty) days of such termination;

1.19. 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.

9. Representation and Warranties

1.20. Each Party represents and warrants to the other Party that:

(a) It has full power and authority to execute, deliver and perform this Agreement.

(b) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and

(c) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

1.21. The Service Provider represents and warrants that

(a) It possesses the necessary experience, expertise and ability to undertake and fulfil its obligations under all phases involved in the performance of its obligations under the Agreement

(b) All representations made by the Service Provider in the Bis Response is true and accurate

(c) The Service Provider has read and understood NSDC Procurement Policy and specifically the policy on Fraud and Corrupt Practices (extracted portion in Schedule -III) and shall abide by the same.

10. Performance Guarantee

Within [] ([]) days from date of signing of the Framework Agreement award, the Firm shall furnish to the Purchaser the performance security of Rupees [ ] only (INR []). The performance security shall be denominated in Indian Rupees and shall be in the form of an unconditional bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Purchaser, in the format provided by the Purchaser. The performance security will be returned to the Firm not later than []

11. Personnel [ OPTIONAL]

1.22. The Service Provider shall deploy personnel for providing the Service only after they have been screened, to ensure that they meet the minimum quality standards. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each Consultants/bidders key employees shall be described in Schedule IV. (“Key Employees”)

1.23. The Service Provider shall immediately terminate and replace a Key Employee who has a. breached any terms and conditions of this Agreement b. has committed a data breach c. is in anyway not in compliance with Applicable Law
1.24. NSDC shall have the right to interview any of the Key Employees engaged by the Consultant/bidder to ensure they are duly qualified to provision the Services.

1.25. In the event that any of the Key Employees resign, or cease to provide their services due to reasons beyond the control of the Consultant/bidder, the Consultant/bidder shall immediately replace such Key Employees, with equally competent resources, and ensure that a complete knowledge transfer, and all other processes required to maintain business continuity.

1.26. In the event that any Key Employee fails to meet the reasonable expectations of NSDC, NSDC may request a replacement and the Service Provider shall promptly replace, with a suitable and equivalent replacement.

12. Compliance with Laws

Each Party shall at all times and at its own expense (a) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such Applicable Laws; and (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations hereunder.

2. Intellectual Property Rights

2.1. The Service Provider acknowledges that any Intellectual Property Rights already owned by NSDC shall remain the sole property of NSDC. However, so as to enable the Service Provider to provide the Services and to comply with its obligations under this Agreement, NSDC acknowledges that the Intellectual Property Rights or part thereof owned by NSDC will need to be made available to Service Provider and such property is made available only to enable the Service Provider to provide Services under this Agreement.

2.2. The Service Provider also acknowledges and assigns to NSDC in perpetuity and exclusively, Intellectual Property Rights in any deliverables created under this Agreement, in the course of provision of the Services. This includes reports, tables, presentations, handbook developed specifically for NSDC in furtherance of providing Services under this Agreement.

2.3. NSDC acknowledges that the Intellectual Property Rights owned by Service Provider, independently as separate from providing Services under this agreement, including tools for provision of Services of this Agreement, including discussion notes, learning tools, format and similar materials developed by the Service Provider in the course of its business, shall belong to the Service Provider only.

13. Indemnification

The Service Provider shall indemnify and hold the other Party harmless from third party claims arising from or related to:

i. A breach of the terms of this Agreement; or

ii. A violation of any Applicable Law.

The foregoing is, however, conditional upon NSDC notifying the Service Provider in writing and in detail without undue delay
14. Limitation of Liability

2.4. 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.

2.5. The Service Provider or any of their employees or vendors shall not be liable to NSDC or any other person or entity for an amount of damages under this Agreement in excess of the amount of Consideration paid or payable for the applicable Services.

2.6. 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.

15. Use of Confidential Information

2.7. The Service Provider may be given access to Confidential Information from NSDC in order to perform its obligations under this agreement.

2.8. The Service Provider shall:

(a) use the Confidential Information of NSDC only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of NSDC) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by NSDC;

(b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Service Provider exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Service Provider in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Service Provider has assumed in this Agreement with respect to the Confidential Information;

(c) not, without the prior written consent of NSDC, disclose or otherwise make available NSDC’s Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;

(d) not copy or reproduce in any manner whatsoever the Confidential Information of NSDC or any part thereof without the prior written consent of NSDC, except where required for her own internal use in accordance with this Agreement; and

(e) promptly upon the request of NSDC, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of NSDC, destroy and confirm in writing the destruction of the Confidential Information;
2.9. The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

16. Force Majeure 

2.10. Neither Party shall be liable for any failure or delay in performance of any obligation, under this Agreement to the extent such failure or delay is due to a Force Majeure event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.

2.11. If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure event as a result of which that Party is prevented from performing its obligation for more than thirty (30) days due to such Force Majeure Event (“Aggrieved Party”), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure event so long as the Force Majeure event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified.

3. Governing Law and Dispute Resolution 

3.1. This Agreement shall be governed by the laws of India.

(a) In the event of any dispute, controversy or claim arising in any way out of or in connection with this Agreement (a “Dispute”), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussion. If the Dispute is not resolved through such amicable discussion within 30 (thirty) days of a notice of Dispute being given or such longer period as the Parties agree to in writing, then any Party may refer the dispute for final resolution by arbitration.

(b) Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the Parties. The arbitration proceedings shall be held at New Delhi, India.

(c) The Parties to an arbitration shall keep the arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information submitted during arbitration, any documents submitted in connection with it, any oral submissions or testimony, transcripts or any award unless disclosure is required by law or is necessary for permissible court proceedings such as proceedings to recognise or enforce an award.

14.1 Jurisdiction: The Parties hereby agree that courts in New Delhi shall have the exclusive jurisdiction to determine any disputes arising out of, or in relation to, the terms and conditions of this Agreement.

17. Miscellaneous
3.2. **Entire Agreement:** This Agreement, the Annexures and recitals hereto (which are hereby expressly incorporated herein by reference) constitutes the entire understanding between the Parties and supersedes all other discussions and understanding between the Parties.

3.3. **Assignment:** This Agreement and the rights and obligations herein may not be assigned by either Party without the written consent of the other Party.

3.4. **Amendments and Waivers:** This Agreement may be amended only with the written consent of both Parties. Any amendment or waiver effected in accordance with this Clause shall be binding upon both Parties.

3.5. **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 thertofores or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.

3.6. **No Partnership:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture between the Parties. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement shall be construed to have been entered on a principal-to-principal basis.

3.7. **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:

Address: 301, West Wing, World Mark – I, Aerocity, New Delhi - 110037

Phone: 01147451600

To Service Provider:

[]

3.8. **Severability:** The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
3.9. Survival: The provisions of Clauses and such other provisions of this Agreement, which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

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

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

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SCHEDULE I

SERVICE DESCRIPTION

[SCOPE OF WORK TO BE INSERTED HERE ALONG WITH ANY SPECIFIC DELIVERABLES]
SCHEDULE -II

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[Other relevant terms, including permissible deductions]

1.
Schedule -III- Fraudulent or Corrupt Practices

18. Section 6. NSDC Policy – Corrupt and Fraudulent Practices

1.2 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/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-consultant/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/consultant/bidder and/or its employees, subcontractors/sub-consultants/bidders, sub-vendors, agents for getting the Contract or during the execution of a Contract;

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

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non-competitive levels.
1. TERMS OF AGREEMENT:
1.1. The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the “Purchase order”), constitutes the entire and exclusive agreement between National Skill Development Corporation (“NSDC”) and the Service Provider identified in the Purchase order.

1.2. NSDC’s submission of the Purchase order is conditioned on Service Provider’s agreement that any terms different from or in addition to the terms of the Purchase order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase order, even if Service Provider purports to condition its acceptance of the Purchase order on NSDC’s agreement to such different or additional terms.

1.3. Service Provider’s electronic acceptance, acknowledgement of the Purchase order, or commencement of performance constitutes Service Provider’s acceptance of these terms and conditions.

1.4. The Purchase order does not constitute a firm offer and may be revoked at any time prior to acceptance.

1.5. Notwithstanding the foregoing, if a master agreement covering procurement of the Work described in the Purchase order exists between NSDC and Service Provider, the terms of such master agreement shall prevail over any inconsistent terms herein.

2. DEFINITIONS:
2.1 “Deliverables” means the deliverables specified in the Purchase order (and any Statement of Work) to be delivered on or before the Delivery Date.

2.2 “Delivery Date” means the date or dates or period specified in the Purchase order by which or within which the Service Provider is required to deliver the Work.

2.3 “Harmful Code” means any software intentionally designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.

2.4 “Intellectual Property Rights” means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

2.5 “Pre-existing Materials” means any Intellectual Property Rights or tangible personal property of NSDC or Service Provider created before the date of the Purchase order or outside the scope of the Purchase order.

2.6 “Products” means tangible goods specified in the Purchase order to be delivered on or before the Delivery Date.

2.7 “Services” means the services that Service Provider is to perform for NSDC specified in the Purchase order.

2.8 “Statement of Work” or “SOW” means the document specifying, without limitation, the scope, objective, and time frame of the Work that Service Provider will perform for NSDC.
2.9 “Subcontractor” means a third-party performing Work under an agreement (a “Subcontract”) with Service Provider.

2.10 “Service Provider Personnel” means Service Provider’s employees, consultants, agents, independent contractors and Subcontractors.

2.11 “Third Party Intellectual Property” means the Intellectual Property Rights of a third party which Service Provider uses or incorporates into the Work.

2.12 “Work” means the Deliverables, Products and Services specified in the Purchase order and SOW.

3. DELIVERY:
3.1 Time is of the essence in Service Provider’s performance of its obligations under Purchase order. Service Provider will immediately notify NSDC if Service Provider’s timely performance under the Purchase order is delayed or is likely to be delayed. NSDC’s acceptance of Service Provider’s notice will not constitute NSDC’s waiver of any of Service Provider’s obligations.

3.2 Liquidated Damages: If the Service Provider fails to perform the Services/deliver Work within the period(s) specified in Purchase Order or otherwise communicated by NSDC, NSDC shall, without prejudice to its other remedies, and may at its own discretion choose to accept the delayed Services, and shall be entitled to deduct from the payment due to the Service Provider, as liquidated damages, a sum equivalent to 0.5% of price of the unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price.

3.3 If Service Provider delivers Work after the Delivery Date, NSDC may at its discretion, reject such Work.

3.5 NSDC will hold any Work rejected under the Purchase order at Service Provider’s risk and expense, including storage charges, while awaiting Service Provider’s returns shipping instructions. Service Provider will bear all return shipping charges, including without limitation, insurance charges NSDC incurs on Service Provider’s behalf. NSDC may, in its sole discretion, destroy or sell at a public or private sale any rejected Work for which NSDC does not receive return shipping instructions within a reasonable time, and apply the proceeds, if any, first toward any storage charges.

3.6 Service Provider will preserve, pack, package and handle the Deliverables and Products so as to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications NSDC may provide. Without limiting the foregoing, Service Provider shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.

3.7 Service Provider will include with each delivery of Products a packing list identifying the Purchase order number, the NSDC identification number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.

4. PRICE AND PAYMENT:
4.1 Unless otherwise specified in the Purchase order, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Service Provider will, provide in its invoice, a break-up of all charges, including taxes and Service Provider shall use its best efforts to assist NSDC in all legal efforts to minimize the taxes resulting from the performance of the Purchase order.

4.2 NSDC will pay Service Provider the price in accordance with the payment terms set forth in the Purchase order following the later of: (i) the Delivery Date; (ii) the date of NSDC’s acceptance of the Work; or (iii) NSDC’s receipt of a properly prepared invoice. A properly prepared invoice
must include the Purchase order number and, if required in the Purchase order, Service Provider’s certification of conformance of the Work to the requirements. All undisputed invoices and charges shall be paid by NSDC within 30 (thirty) days of receiving such invoice from the Service Provider.

4.3 Payment will be made in the Indian currency. NSDC may, at any time, set-off any amounts Service Provider owes to NSDC against any amounts NSDC owes to Service Provider or any of its affiliated companies. Under no circumstances shall NSDC pay or advance funds to Service Provider, nor shall Service Provider accept such funds, other than in accordance with a valid and applicable Purchase order for services rendered.

4.4 The Service Provider recognizes that payments are linked to, and dependent on the successful completion of Services, within timelines mentioned in the Purchase Order or any SOW, and submission of all relevant Deliverables sought therein.

4.5 NSDC will have the right to audit books and records of Service Provider for the purpose of verifying: (a) the proper performance by Service Provider of its obligations under Purchase order and SOW; 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 the Purchase order and / or SOW and within a period of seven (7) years thereafter.

5. OWNERSHIP AND LICENSE:
5.1 Unless otherwise specified in the Purchase order and except as provided in Section 5.2, NSDC is the sole and exclusive owner of all Deliverables, and Service Provider hereby irrevocably assigns and transfers to NSDC all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights.

5.2 The Service Provider acknowledges and assigns to NSDC in perpetuity and exclusively, Intellectual Property Rights in any Deliverables created, in the course of provision of the Services. This includes reports, tables, presentations, handbook developed specifically for NSDC in furtherance of providing Services under the Purchase Order.

5.3 Unless otherwise specified in the Purchase order, each Party owns all right, title, and interest in and to any of its Pre-existing Materials. Service Provider hereby grants NSDC a perpetual, irrevocable, worldwide, transferable, royalty-free, non-exclusive license, with the right to sublicense and authorize the granting of sub-licenses, to use and reproduce Service Provider’s Pre-existing Materials in the Deliverables to the extent necessary for NSDC’s exercise and exploitation of its rights in the Deliverables.

5.4 Unless otherwise specified in the Purchase order, Service Provider will obtain and assign to NSDC a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all Third-Party Intellectual Property Rights incorporated into, required to use, or delivered with the Work. Service Provider will deliver copies of the above releases and licenses to NSDC upon NSDC’s request.

6. INSPECTION AND ACCEPTANCE:
6.1 Standards: The Products and Services supplied shall conform to the standards mentioned in the Purchase Order and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Products'/Services’ country of origin.

6.2 NSDC may reject any or all of the Work which does not conform to the applicable requirements within 10 business days of Service Provider’s delivery of the Work. At NSDC’s option, NSDC may either

(i) return the non-conforming Work to Service Provider for a refund or credit; or
(ii) require Service Provider to replace the non-conforming Work at its own cost; or
(iii) repair the non-conforming Work so that it meets the requirements at its own cost.

As an alternative to (i) through (iii), NSDC may accept the non-conforming Work conditioned on Service Provider providing a refund or credit in an amount NSDC reasonably determines to represent the diminished value of the non-conforming Work. NSDC’s payment to Service Provider for Work
prior to Service Provider’s timely rejection of such Work as non-conforming will not be deemed as acceptance by NSDC.

7. CHANGES:
7.1 As used in this Section 7, “Change” means a change NSDC directs or causes within the general scope of the Purchase order, the applicable SOW or both.
7.2 NSDC, by written order (“Change Order”), may make Changes in accordance with this Section 7.
7.3 If Service Provider asserts that NSDC has directed or caused a Change to the cost of or time for performance for which NSDC has not issued a Change Order, Service Provider will promptly notify NSDC in writing of the Change, providing (i) a description of the action or inaction asserted to have caused the Change; (ii) an estimate of the equitable adjustment that would be required for Service Provider to perform the Changed Work; and (iii) a date no less than 30 days from the date of notice by which NSDC must respond to Service Provider’s notice. NSDC will evaluate Service Provider’s notice of Change in good faith, and if NSDC agrees that it has made a constructive change, NSDC will issue a Change Order to Service Provider.
7.4 Service Provider shall, as promptly as practicable, after giving the notice of the Change, or within 10 days of receiving a Change Order, submit a request for equitable adjustment specifying the adjustment in the price or time for performance resulting from the Change.
7.5 The parties shall negotiate an amendment to the applicable SOW to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.
7.6 Service Provider will proceed with the Changed Work as directed, notwithstanding that the parties have not negotiated the amendment to the Purchase order or the applicable SOW to incorporate the equitable adjustment.

8. REPRESENTATIONS AND WARRANTIES:
8.1 Each Party represents and warrants to the other Party that:
  (d) It has full power, authority and legal capacity to execute, deliver and perform the Products and Services mentioned under the Purchase Order or any SOW.
  (e) It has taken all necessary action to authorize the execution, delivery and performance of the Purchase Order; and
  (f) the Purchase Order constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
8.2 The Service Provider represents and warrants that:
  (d) It possesses the necessary experience, expertise and ability to undertake and fulfill its obligations under all phases involved in the performance of its obligations under the Purchase Order;
  (e) Service Provider’s Work conforms to NSDC’s specifications, Service Provider’s quotation or proposal, and Service Provider’s brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use;
  (f) the Work, and NSDC's use of the Work, do not and will not infringe upon any third party’s Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law;
  (g) Service Provider will not disclose to NSDC, bring onto NSDC's premises, or induce NSDC to use any confidential or proprietary information that belongs to anyone other than NSDC or Service Provider which is not covered by a non-disclosure agreement between NSDC and Service Provider;
  (h) Software supplied by Service Provider does not contain any Harmful Code;
  (i) **Use of Personal Data:**
    i. It will not use or disclose any information that may identify an individual ("Personal Data") that is processed for or on behalf of NSDC, except to the extent necessary to perform under the Purchase Order;
    ii. only to the extent that Service Provider actually processes Personal Data it will:
(A) implement and maintain appropriate technical and organizational measures and other protections for Personal Data (including, without limitation, not loading Personal Data provided to Service Provider on any laptop computers or any portable storage media that can be removed from Service Provider’s premises unless in each case such data has been encrypted and such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage),
(B) report to NSDC any breaches of security of Personal Data immediately after discovery (“Security Incident”),
(C) cooperate fully with NSDC in investigating any Security Incidents,
(D) cooperate fully with NSDC’s requests for access to, correction of, and destruction of Personal Data in Service Provider's possession,
(E) comply with all instructions or other requirements provided or issued by NSDC from time to time relating to Personal Data, and
(F) permit NSDC and/or its duly authorized representatives, on reasonable prior notice, to inspect and audit Service Provider’s business premises and computer systems to enable NSDC to verify that Service Provider is in full compliance with its processing obligations under the Purchase order;

iii. it will not transfer Personal Data across any country border unless it is
(A) strictly unavoidable for the proper performance under the Purchase order, and
(B) notified to NSDC in writing prior to any such transfer. Upon NSDC’s request, Service Provider shall enter into such other arrangements with NSDC as NSDC considers appropriate in order to ensure that Service Provider’s transfers are lawful;

iv. it will not provide NSDC with Personal Data of any third party or its own employees. Notwithstanding the foregoing, if Service Provider does provide NSDC with any Personal Data, Service Provider represents and warrants that it has obtained the necessary consent to provide that Personal Data to NSDC and to allow NSDC to use, disclose, and transmit such Personal Data on a worldwide basis among NSDC and its affiliates in connection with the Purchase order.

9. NO PARTNERSHIP OR EMPLOYEE RELATIONSHIP:
9.1 Independent Contractors: Nothing in the Purchase order is intended, or shall be construed, to create a partnership, joint venture, principal-agent or employer-employee relationship between the parties. Except as otherwise expressly stated in the Purchase order, Service Provider has no authority to act on behalf of or to enter into any contract, incur any liability, or make any representation on behalf of NSDC.
9.2 Performance of Work: Except as otherwise expressly stated in the Purchase order, Service Provider will secure all licenses and permits, and supply all tools and equipment, necessary to perform the Services.
9.3 No Employee Relationship: Service Provider will not be entitled to any of the benefits that NSDC may make available to its employees including, but not limited to group health or life insurance, or retirement benefits.
9.4 Service Provider’s Obligations Flowing from Payments It Makes: Service Provider is solely responsible for all taxes and withholdings, severance and redundancy pay, benefits (including, without limitation, vacation, sick leave, holidays, pension or profit sharing contributions, stock options, etc.), and other similar obligations, whether statutory or otherwise, with respect to payments made by Service Provider relating to the performance of all its work and its receipt of fees under the Purchase order.
9.5 Removal of Service Provider Employees: At NSDC’s direction and for good cause, Service Provider will remove any Service Provider Personnel or Subcontractor from performance of Services.

10. ASSIGNMENT AND SUBCONTRACTING:
10.1 Service Provider may not assign any of its rights or delegate any of its obligations under the Purchase order without NSDC’s prior written consent.
10.2 Service Provider may not subcontract any of its rights or obligations under the Purchase order without NSDC’s prior written consent. If NSDC consents to the use of a Subcontractor, Service Provider shall:
(i) guarantee and shall remain liable for the performance of all subcontracted obligations;
(ii) be solely liable to NSDC for any and all liabilities, damages, claims, fines, penalties, expenses etc. of whatever nature arising or resulting from the violation of such applicable laws that NSDC may suffer as a result of any act or omission, breach of the Purchase Order or any SOW, 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;
(iii) indemnify NSDC for all damages and costs of any kind, subject to the limitations in Section 13 (Indemnification), incurred by NSDC or any third party and caused by the acts and omissions of Service Provider’s Subcontractors’
(iv) be responsible for all compliances related to its employees, sub-contractor(s) and their employees; and
(v) make all payments to its Subcontractors. If Service Provider fails to timely pay a Subcontractor for work performed, NSDC shall have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Service Provider by any amount paid to the Subcontractor. Service Provider will defend, indemnify and hold NSDC harmless for all damages and costs of any kind, without limitation, incurred by NSDC and caused by Service Provider’s failure to pay a Subcontractor.
10.3 To the extent allowed by applicable law, no person who is not a party to Purchase order shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

11. TERM AND TERMINATION:
11.1 The Purchase order will remain in effect with respect to any SOW already issued prior to expiration of the term of the Purchase order until such SOW is either terminated or the Work is completed and accepted.
11.2 NSDC may terminate the Purchase order, any SOW, or both at any time, for no reason or for any reason, upon 7 days written notice to Service Provider. 11.3 Either party may terminate the Purchase order, any SOW or both, immediately by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy or insolvency law, if such proceedings are not dismissed within 60 days; or (iv) either party is liquidating, dissolving, or ceasing to do business in the ordinary course.
11.3 NSDC may terminate the Purchase order or any relevant SOW immediately if NSDC determines that the Service Provider and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in Corrupt Practices (defined under section 15 of this document) in executing the same.
11.4 NSDC may immediately terminate the Purchase order upon written notice to Service Provider if there is a change in ownership representing 20 percent or more of the equity ownership of Service Provider.
11.5 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase order shall survive the expiration or termination of the Purchase order.
11.6 Consequences of Termination
   (a) Upon termination of the Purchase Order or any relevant SOW, any rights or authority granted by NSDC to the Service Provider therein shall terminate with immediate effect.
   (b) Within 7 (seven) business days after termination, 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.
   (c) Except where the Purchase Order or any SOW is terminated pursuant to their Compliance with Anti-Corrupt Laws as mentioned in section 15, all charges or amounts payable for the completion of milestones already achieved, or services already availed, whether
invoiced or not, subject to the Service Provider providing suitable invoices, outstanding upon the date of termination, shall be settled within 30 (thirty) days of such termination;

(d) 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.

12. CONFIDENTIAL INFORMATION AND PUBLICITY:

12.1 In the Purchase Order, “Confidential Information” includes the contents of the Purchase Order or any relevant SOW and all content created pursuant to the Purchase Order or any relevant SOW. It also includes, with respect to NSDC and the Service Provider any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, either Party pursuant to the Purchase Order or any relevant SOW, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of the Purchase Order and includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure.

12.2 The Service Provider may be given access to Confidential Information from NSDC in order to perform its obligations under the Purchase Order or any relevant SOW.

12.3 The Service Provider shall:

(a) use the Confidential Information of NSDC only for purposes of complying with its obligations under the Purchase Order or any relevant SOW and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of NSDC) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by NSDC;

(b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Service Provider exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Service Provider in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Service Provider has assumed in the Purchase Order or any relevant SOW with respect to the Confidential Information;

(c) not, without the prior written consent of NSDC, disclose or otherwise make available NSDC’s Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;

(d) not copy or reproduce in any manner whatsoever the Confidential Information of NSDC or any part thereof without the prior written consent of NSDC, except where required for her own internal use in accordance with the Purchase Order or any relevant SOW; and

(e) promptly upon the request of NSDC, return, within seven (7) days of receipt of demand, and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of NSDC, destroy and confirm in writing the destruction of the Confidential Information.
12.4 Each party shall retain all right, title and interest to such party's Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party. WITHOUT PREJUDICE TO THE EXPRESS WARRANTIES PROVIDED ELSEWHERE IN THE PURCHASE ORDER, CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT, SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

12.5 Publicity: Service Provider shall obtain NSDC’s written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a Service Provider to NSDC.

12.6 The obligations of confidentiality contained herein are intended to survive the termination or expiry of the Purchase Order.

13. INDEMNIFICATION:

13.1 As used in this Section 13, a “Claim” is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the “Indemnifying Party”) may be obligated to defend, indemnify and hold the other party (the “Indemnified Party”) harmless.

13.2 Service Provider shall defend, indemnify and hold 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 any:
(i) act or omission of Service Provider (including its Subcontractors) in the performance of the Work;
(ii) any infringement of a third party’s Intellectual Property Rights or any other rights;
(iii) any negligent or willful acts or omissions of the Service Provider which results in personal injury (including death) or damage to tangible property (not including lost or damaged data); or
(iv) breach of any of the section of this document - Standard Terms & Conditions, Purchase order and / or SOW.

13.3 If a third party enjoins or interferes with NSDC’s use of any Work, then in addition to Service Provider’s obligations under Section 13.2, Service Provider will use its best efforts to
(i) obtain any licenses necessary to permit NSDC to continue to use the Work;
(ii) replace or modify the Work as necessary to permit NSDC to continue to use of the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to NSDC the amount paid for any Work for which a third party enjoins or interferes with NSDC’s use of the Work.

13.4 Nothing in this Section shall limit any other right or remedy of NSDC available elsewhere in this document, Purchase order, SOW or under any law.

13.5 The provisions of this section shall survive the termination or expiry of the Purchase Order.

14. INSURANCE:

Service Provider will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect NSDC in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Service Provider further will maintain such additional types and limits
of insurance as is customary for an entity of similar size and similar operations to Service Provider in the jurisdiction or jurisdictions in which Service Provider’s operations take place.

15. COMPLIANCE WITH LAWS:
15.1 The Service Provider shall at all times and at its own expense:
   (a) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of the Purchase Order;
   (b) pay all fees and other charges required by such Applicable Laws; and
   (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations hereunder.

15.2 Compliance with Anti-Corruption Laws
   (a) The Service Provider represents and warrants that it is familiar with the anti-corruption laws in India including but not limited to the Prevention of Corruption Act, 1988 (“PCA”), Indian Penal Code, 1860 (“IPC”) and any other anti-corruption laws and their respective purposes, including its prohibition against bribery, corrupt payment, offer, promise, or authorization of any payment or transfer of anything of value, directly or indirectly, to any government official or employee (including employees of government-owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office.
   (b) 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 the Purchase Order or any SOW; “Corrupt Practices” shall mean and include, but not be limited to, offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the rendering of the Services, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any governmental official, etc.;
      ii. neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from NSDC to a public official or any person in violation of any Applicable Laws relating to anti-corruption or anti-bribery;
      iii. comply with all the Applicable Laws of India relating to anti-corruption or anti-bribery, including but not limited to PCA and IPC.
   (c) 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. 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 section by the Service Provider.
   (d) 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.
   (e) 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 this section hereof.
   (f) The Service Provider explicitly and irrevocably agrees that NSDC shall have the absolute right to immediately terminate the Purchase Order or any SOW without incurring any liability, on Service Provider’s breach of any provision of this section.

16. GOVERNING LAW AND JURISDICTION:
The Purchase order shall be governed by and construed in accordance with the laws of India. The Courts at New Delhi will have the exclusive jurisdiction to entertain and try any dispute hereunder.

17. GENERAL:

17.1 Any notice to be given under the Purchase order will be in writing and addressed to the party at the address stated in the front of the Purchase order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; or (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal;

17.2 If there is a conflict between or among the Purchase order and any documents attached to and incorporated by reference, the conflict will be resolved as follows:

17.2.1 A conflict between the terms of the Purchase order and those set forth in an exhibit or hyperlink will be resolved in favor of the Purchase order.

17.2.2 A conflict between the terms of the Purchase order and those set forth in an SOW will be resolved in favor of the SOW.

17.2.3 A conflict between the terms of an exhibit or hyperlink and those set forth in an SOW will be resolved in favor of the SOW.

17.3 Severability: If any court of competent jurisdiction holds that any provision of the Purchase order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase order will not be affected or impaired, and all remaining terms of the Purchase order remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

17.4 A party’s election not to insist on strict performance of any requirement of the Purchase order will not operate or be construed to waive any future omission or breach, or any other provision of the Purchase order.

END OF DOCUMENT