NATIONAL PRODUCTIVITY COUNCIL

(An autonomous body under the Department for Promotion of Industry and Internal Trade (DPIIT),
Ministry of Commerce and Industry, Government of India)
Utpadakta Bhavan, 5–6 Institutional Area, Lodhi Road, New Delhi – 110003

REQUEST FOR PROPOSAL (RFP)

FOR ENGAGEMENT OF BACKGROUND VERIFICATION (BGV) AGENCY

Tender Reference No.	NPC/HO/EADA/11008/3
Issued by	National Productivity Council (NPC), Headquarters, New Delhi
Name of Work	Request for Proposal for Engagement of Background Verification (BGV) Agency
Mode of Submission of Bids	Offline, Two-Cover System (Technical Bid and Financial Bid)
Addressee	Director & Head (ECAG) and Controller (EADA) National Productivity Council Utpadakta Bhavan, 5–6, Institutional Area, Lodhi Road, New Delhi – 110 003
Bid Validity	180 days from the last date of submission of Bid
Date of Issue	01 September 2026, 4:00 PM (IST)
Last Date & Time for Submission of Bids	21 September 2026, 5:00 PM (IST)

This document, including all annexures, must be read in full before submission of a proposal.

Table of Contents

1. Introduction and Background

National Productivity Council (NPC) is a national-level organisation under DPIIT, Ministry of Commerce & Industry, Government of India, established in 1958 to promote a productivity culture in India. It is an autonomous, multipartite, non-profit organisation with equal representation from employers' and workers' organisations and Government, apart from technical and professional institutions and other interests. NPC is a constituent of the Tokyo-based Asian Productivity Organisation (APO), an inter-governmental body of which the Government of India is a founder member. For further details, please visit www.npcindia.gov.in.

In connection with its functions, NPC is required to undertake reliable due diligence and verification of the educational qualifications, professional experience, employment history, identity and supporting documents submitted by applicants/candidates referred by it. A reliable verification mechanism is required to ensure that only eligible and qualified persons are recorded under the relevant framework.

Accordingly, National Productivity Council invites techno-commercial proposals from eligible and reputed Background Verification (BGV) agencies for engagement to undertake the background verification and due diligence of the credentials submitted by applicants/candidates referred by the Council from time to time, on a Pan-India basis. This Request for Proposal ("RFP") sets out the eligibility criteria, scope of work, terms and conditions, and the formats for submission of proposals.

2. Definitions and Abbreviations

In this RFP, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

Term	Meaning
"NPC" / "the Council"	National Productivity Council, the issuing and contracting authority under this RFP.
"ECAG"	Environment and Climate Action Group of NPC.
"EADA"	Environment Audit Designated Agency.
"Bidder" / "Agency"	A legal entity submitting a proposal in response to this RFP, and where engaged, the agency providing BGV services to the Council.
"Applicant" / "Candidate"	A person whose credentials are referred by the Council to the Agency for background verification.
"BGV"	Background Verification — the verification and due diligence services described in the Scope of Work.
"Work Order"	A written instruction issued by the Council to the engaged Agency specifying the Applicants to be verified, the checks to be performed and the applicable timelines.
"TAT"	Turnaround Time — the time permitted for completion of a verification, measured in Working Days from receipt of complete and legible documents.

"Working Day"	Any day other than a Sunday or a gazetted/public holiday observed at New Delhi.
"Insufficiency"	A case where verification cannot be completed for want of adequate, legible or correct documents/inputs.
"L1"	The bidder with the lowest Total Evaluated Price determined in accordance with Section 7 and Annexure-II.
"Competent Authority"	The Competent Authority of NPC, or any officer authorised by NPC in this behalf.
"Agreement"	The Master Services Agreement for Engagement of Background Verification (BGV) Agency to be executed between NPC and the selected Agency.

3. Objective and Scope of Engagement

1. The objective of this RFP is to engage a qualified BGV agency capable of delivering accurate, secure, time-bound and compliant background-verification services to the Council on a Pan-India basis.
2. NPC intends to engage one (1) agency. NPC reserves the right to engage more than one agency at its sole discretion.
3. In the first phase, NPC anticipates the verification of approximately 500 Applicants/Candidates. This figure is indicative only, is provided solely to assist bidders in framing their proposals and does not constitute any commitment or guarantee of a minimum quantum of work.
4. Engagement under this RFP does not, by itself, entitle any agency to any assured volume of work. Work shall be assigned through Work Orders on a case-to-case / batch basis, in accordance with the assignment mechanism in Section 7, depending on the actual number of Applicants/Candidates referred for verification.
5. The engagement shall be non-exclusive. NPC reserves the right to engage other agencies, or to undertake verification through any other means, as it may consider appropriate.

4. Scope of Work

The engaged Agency shall verify, for each Applicant/Candidate referred by the Council, such of the verification components listed below as are specified in the Work Order. The list is indicative and not exhaustive; the specific basket of checks for any assignment will be defined in the Work Order, and packages are customizable to the Council's requirements.

S. No.	Verification Component	Indicative Scope / Method of Verification
1	Identity Verification	• Verification of applicant's identity documents such as PAN Card, Aadhaar Card, Passport, Voter ID, etc. • Cross-check information against government and public databases.

2	Educational Qualification Verification	• Confirmation of the authenticity of applicant's degrees/diplomas/certificates, results, division/class and year of passing, directly with the issuing University / College / Institution / Board.
3	Professional Experience Verification (including Reference Verification)	• Verification of applicant's professional experience. • Assessment of the applicant's professional conduct, integrity, work ethic, etc. through former reporting managers/supervisors/professional referees.
4	Project Experience Verification (includes Reference Verification)	• Verification of applicant's project experience, professional conduct, integrity, work ethic, etc. through former reporting managers/supervisors/professional referees.
5	Address Verification	• Physical verification of present and/or permanent address.

Reports shall be delivered securely through the Agency's portal or such other channel as the Council may direct, marked "Confidential", and shall be subject to the data-protection obligations in Section 12.

5. Eligibility Criteria

A bidder must satisfy all of the following minimum eligibility criteria as on the last date of submission. Self-attested documentary proof must be enclosed with the Technical Bid (Annexure-I). Bids not accompanied by the required proof are liable to be rejected.

1. The bidder must be a legally registered entity in India (Company / LLP / Partnership / registered firm / Proprietorship) engaged in the business of background verification / employee-screening services. (Proof: Certificate of Incorporation / Partnership Deed / Registration, Memorandum & Articles of Association, as applicable)
2. The bidder must hold valid GST registration and PAN. (Proof: GST certificate and PAN)
3. The bidder must have an average annual turnover of at least Rs.50,00,000/- (Rupees Fifty Lakh Only) from background-verification / allied services during the last three (3) financial years. (Proof: audited financial statements / CA-certified turnover statement)
4. The bidder must have at least five (5) years of experience in providing background-verification services as on the last date of submission. (Proof: work orders/engagement letters/client certificates)
5. The bidder must have successfully completed background verification assignments for at least one (1) client organisation belonging to any of the following categories: Central Government, State Governments/Union Territories (UTs), Public Sector Undertakings (PSUs), Statutory Bodies/Institutions (e.g., Central Universities, IITs, NITs, etc.), or Autonomous Bodies, during the last five (5) financial years. (Proof: work orders/completion or performance certificates.)
6. The bidder must have demonstrable capability to deliver services on a Pan-India basis, including physical address verification across States/UTs. (Proof: brief note on coverage/network/field associates.)

7. The bidder must operate a secure, digitally enabled verification platform capable of case management, status tracking and secure report delivery, and (preferably) API integration with the client's systems. (Proof: brief note/screenshots/portal details.)
8. The bidder must hold a valid ISO/IEC 27001 (Information Security) certification. ISO 9001 (Quality Management) certification and other data-protection-compliant process certifications are desirable, though not mandatory. (Proof: valid certificate(s))
9. The bidder must furnish a Bid Security Declaration, in the format at Annexure-III, duly filled in and signed on the bidder's letterhead, along with the Technical Bid, in accordance with Rule 170 of the General Financial Rules (GFR), 2017. (Proof: duly filled and signed Bid Security Declaration as per Annexure-III.)
10. The bidder (and its partners/directors) must not have been blacklisted or debarred by any Central/State Government Department, PSU, statutory body or autonomous organisation as on the last date of submission. (Proof: self-declaration as per Annexure-IV)
11. If the bidder is registered in, or its ultimate beneficial owner is situated in or is a citizen of, a country which shares a land border with India, the bidder must be registered with the competent authority as notified under Rule 144(xi) of the General Financial Rules, 2017, and Order F.No.6/18/2019-PPD dated 23 July 2020 of the Department of Expenditure, and shall enclose such registration certificate. Bidders not covered by this restriction shall furnish a self-declaration to that effect as part of Annexure-IV.

6. Instructions to Bidders and Submission Process

6.1 General Instructions

1. Bidders are advised to study this document carefully. Submission of a proposal shall be deemed to constitute careful examination of this document with full understanding of its implications and unconditional acceptance of its terms.
2. Not more than one proposal shall be submitted by one bidder, or by bidders having a business relationship with one another. Under no circumstances will close relations, or entities having common partner(s)/director(s), be permitted to bid for the same engagement as separate competitors. A breach of this condition will render the bids of all such parties liable to rejection.
3. Bidders shall not tamper with or modify this RFP document in any manner. If the document is found to have been tampered with or modified, the bid will be rejected, and the bidder is liable to be banned from doing business with NPC.
4. The Bidder shall provide all information sought under this RFP and ensure that all documents submitted are legible. NPC will evaluate only those Bids that are received in the required formats and are complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.
5. The Bid shall be typed or written in indelible ink and properly signed and stamped by the authorized signatory of the Bidder.
6. The Code of Integrity in Public Procurement (Rule 175, General Financial Rules, 2017) applies to this RFP. Bidders, and their officers, employees and agents, shall observe the highest standards of ethics and shall not engage, directly or indirectly, in any corrupt, fraudulent, coercive, undesirable or restrictive practice, as those terms are understood under the GFR, during the bidding process or the subsistence of the

engagement. A breach shall render the bid/engagement liable to rejection or termination, in addition to other action permissible in law, including reference to the relevant authorities.

6.2 Preparation & Submission of Bids

1. The Bidder shall submit its bid in the prescribed formats, together with all documents specified in this RFP. The bid shall be submitted in two separate sealed envelopes, superscribed as follows:

   a) Envelope-1: **Technical Bid** – This envelope shall contain the signed and stamped copies of this RFP (in token of acceptance), duly filled-in Annexure-I, Annexure-III, Annexure-IV, Annexure-V and Annexure-VI, along with all supporting documents required under this RFP.

   b) Envelope-2: **Financial Bid** – This envelope shall contain the duly filled-in Financial Proposal (Annexure-II).

   Both Envelopes shall then be sealed in an outer envelope marked "**REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF BACKGROUND VERIFICATION (BGV) AGENCY**".

   The final bid containing the original documents duly checked, verified, signed and stamped, must be dropped in the Tender Box at the reception of National Productivity Council's office at Lodhi Road, New Delhi, on or before the prescribed date and time for submission of bids. The outer envelope containing the bid should be addressed to:

   Director & Head (ECAG) and Controller (EADA)
   National Productivity Council
   Utpadakta Bhavan, 5–6 Institutional Area,
   Lodhi Road, New Delhi – 110003

2. The Bidders shall be solely responsible for ensuring that their bids are received by NPC at the specified place on or before the date and time stipulated in the Abstract of this RFP. Any bid received by NPC after the prescribed deadline for submission of bids shall be ineligible for consideration and shall be summarily rejected.
3. If the envelopes are not sealed and marked as instructed above, NPC assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
4. Only offline bids submitted in accordance with the instructions specified in this RFP shall be accepted. Proposals submitted through any other medium, including fax or e-mail, shall not be entertained and shall be rejected.
5. After the submission deadline, and only on successful qualification in the technical evaluation, the Financial Bids of technically qualified bidders shall be opened on the date intimated to bidders. Financial Bids of bidders who do not qualify technically shall not be opened.

6.3 Bid Validity

Proposals shall remain valid for a period of one hundred and eighty (180) days from the last date of submission. NPC may request an extension of validity in writing; a bidder shall be free to refuse such extension without any adverse consequence to the bidder.

6.4 Pre-Bid Queries and Clarifications

Bidders may submit written queries by email to **eada.npc@npcindia.gov.in** on or before 05 September 2026, 5:00 PM (IST). NPC may, at its discretion, issue clarifications and/or corrigenda, which shall be uploaded on the CPP Portal against this tender and shall also be published on www.npcindia.gov.in, and shall form part of this RFP. Bidders are advised to log in to the Portal and check the corrigendum tab regularly, as no separate individual intimation may be sent.

6.5 Critical Date Sheet

Event	Date & Time
Date of issue/publication (on the CPP Portal and NPC website)	01 September 2026, 4:00 PM (IST)
Last date & time for pre-bid queries	05 September 2026, 5:00 PM (IST)
Last date & time for submission of bids	21 September 2026, 5:00 PM (IST)
Opening of Technical Bids	22 September 2026
Opening of Financial Bids (qualified bidders only)	To be intimated to the qualified bidders after technical evaluation

6.6 Instructions on Pricing

1. The financial quote shall be submitted strictly in the format at Annexure-II, clearly indicating the rate per unit and notional amount per applicant for each verification component separately.
2. Rates quoted shall remain firm for the entire contract period.
3. All incidental costs — including but not limited to travel (to and fro), lodging, and statutory/verification fees charged by Universities/Boards/issuing authorities or any third party — shall be borne by the Agency and deemed included in the quoted rates as stated in Annexure-II. No such fee or cost shall be reimbursed separately or 'at actuals' under any circumstances.
4. International education/employment verification, where required, falls within the scope of this engagement, and shall be performed using remote means (including telephone, email, or online verification portals); any requirement for international travel on the part of the Agency is not envisaged. Bidders shall not quote separate rates for such cases; the applicable component-wise rates quoted in Annexure-II shall apply uniformly regardless of whether verification is domestic or international, without any separate rate, fee, or reimbursement of third-party or foreign verification costs, in accordance with Pt. 3.
5. The Financial Bid shall not contain any condition; conditional financial bids are liable to be rejected.

7. Evaluation and Selection

7.1 Method of Evaluation

1. Evaluation shall be carried out in two stages. In the first stage, the Technical Bid shall be examined on a pass/fail basis against the eligibility criteria in Section 5 and

the completeness of documents. Only bidders who qualify technically shall proceed to the financial stage.

2. In the second stage, the Financial Bids of technically qualified bidders shall be opened and evaluated. Selection and ranking shall be on the L1 (Least Cost) basis, determined by the Total Evaluated Price (TEP) computed by applying the quoted unit rates to the notional quantities in Annexure-II.
3. The notional quantities in Annexure-II are used solely to compute a comparable TEP and do not represent committed volumes. Actual payment shall be at the quoted unit rates against components actually performed under each Work Order.
4. In the event of a tie in the TEP, the bidder with the higher average annual turnover from BGV services (per Section 5) shall be ranked higher.

7.2 Assignment of Work

1. NPC shall engage the L1-ranked agency as the primary BGV service provider. NPC reserves the right to engage an additional agency if volumes so require or if the L1 agency is unable to perform a particular assignment. There is no pre-fixed percentage-based allocation in case of multiple agencies being engaged; allocation shall be at the discretion of NPC.
2. If the engaged agency is unable to accept an assignment or to meet the required TAT, NPC may source the specific assignment through alternative means at its discretion.
3. The rates quoted by the engaged agency shall remain firm for the contract period and shall apply to all work orders issued under the engagement.

8. Grounds for Disqualification / Rejection

Even though a proposal may satisfy the eligibility requirements, it may be disqualified or rejected for any of the following reasons:

- Misleading or false representation of facts, or deliberate suppression of material information, in the forms, statements or enclosures of this document.
- A record of poor performance, such as abandoning work, failing to properly complete a contract, or financial failure/weakness.
- Facts revealed on confidential enquiry that are contrary to the information furnished by the bidder, or unsatisfactory performance in any previous engagement.
- Tampering with or modification of this RFP document, including the price-bid format.
- Submission of a conditional bid, or non-submission of the required declarations/documents.

National Productivity Council reserves the right to accept or reject any or all proposals, in whole or in part, at any stage, or to cancel the bidding process, without assigning any reason and without thereby incurring any liability.

9. Award and Agreement

1. NPC shall issue a Letter of Engagement to the selected agency. The engagement shall be valid for a period of one (1) year from the Effective Date of the Agreement executed under Point 2 below, extendable for one (1) more year at NPC's sole discretion based on satisfactory performance.

2. Within fifteen (15) days of the Letter of Engagement, the selected agency shall execute the Agreement with NPC.
3. As work under this engagement shall be assigned to the Agency through Work Orders issued from time to time, on a case-to-case / batch basis (Section 3), NPC may require the selected agency to furnish a Performance Security separately against each Work Order, equal to five percent (5%) of the value of that Work Order, in the format at Annexure-VII. The Performance Security for a Work Order shall be furnished at the time of issue of that Work Order and shall remain valid through the performance period of that Work Order plus a claim period of sixty (60) days.
4. Engagement confers no right to any minimum quantum of work and may be terminated in accordance with Section 15.

10. Service Levels, Turnaround Time and Penalties

1. The standard TAT for a complete verification report shall be fourteen (14) Working Days from receipt of documents for an Applicant/Candidate, unless a different TAT is specified in the Work Order.
2. Within twenty-four (24) hours of receiving a case, the Agency shall acknowledge receipt, generate a unique reference number for each verification, and notify the Council of any insufficient/illegible documents. Where a case is flagged for insufficiency, the TAT shall run afresh from the date complete and legible documents are subsequently received.
3. The Agency shall provide interim status through its secure portal, assist the Council in collecting missing information, and complete a quality check before delivering each report.
4. Re-verification necessitated by the Agency's own error or omission shall be carried out at no additional cost and on priority.
5. Liquidated damages shall apply only to delay beyond the agreed TAT that is attributable to the Agency. Delay attributable to Universities, employers, Government authorities, non-responsive references, or the Applicant shall be excluded in computing TAT compliance and shall not attract liquidated damages.
6. For delay beyond the agreed TAT attributable to the Agency, NPC may levy liquidated damages at the rate of 0.5% of the fee for the delayed case per Working Day of delay, subject to a maximum of 10% of the fee for that case. Persistent or wilful delays may attract suspension or termination.
7. Where the Agency furnishes a report subsequently found to be materially inaccurate due to negligence, NPC may, without prejudice to other remedies, withhold the fee for that case and require re-verification at the Agency's cost.

11. Roles and Responsibilities

11.1 Responsibilities of NPC

- Refer cases through the agreed channel/portal, with the available documents and Applicant's consent for verification (consent to be obtained by NPC).
- Issue Work Orders specifying the checks and timelines and designate a point of contact for coordination.

- Review reports and make timely payment for satisfactorily completed work in accordance with Section 14.

11.2 Responsibilities of the Agency

1. Acknowledge each case within 24 hours, generate a reference number, and flag insufficiencies within the same period.
2. Appoint a dedicated point of contact for coordination with NPC (an existing Key Account Manager or similar resource who also services other clients is acceptable, provided such person is designated as the fixed point of contact for NPC, remains responsive, and ensures NPC's coordination requirements are met within agreed timelines).
3. Conduct each verification diligently, lawfully and objectively, through appropriate sources, and obtain/retain the Applicant's consent where required.
4. Deploy adequately trained and vetted personnel; ensure that its own verifiers and field associates are subject to confidentiality obligations and appropriate background checks.
5. Maintain the security and confidentiality of all data, and comply with Section 12 (Confidentiality, Data Protection and Information Security).
6. Deliver reports within the agreed TAT, with documentary evidence and clear status/colour coding (as may be mutually finalized in the SOP referred to in Section 12), and provide reasonable post-verification support for clarifications.
7. Not sub-contract or assign the work, in whole or in part — including to empanelled field verification partners — without the prior written consent of NPC.

12. Confidentiality, Data Protection and Information Security

1. All information shared by the Council, and all data collected during verification, is strictly confidential and is intended solely for the internal use of the Council. The Agency shall process all data, including Applicant/Candidate personal data, strictly on behalf of, and in accordance with the documented instructions of, NPC, and for no purpose other than performance of the services. No part of the work or data shall be published, circulated, shared with any third party (including the Applicant), or reproduced for any other purpose, without the prior written consent of the Council.
2. The Agency shall not use any data, including Applicant/Candidate personal data, documents, or verification results, to train, fine-tune, test, or otherwise develop or improve any automated screening tool, machine-learning model, or artificial intelligence system, whether for the Agency's own use or that of any third party.
3. The Agency must ensure confidentiality and data protection as per applicable policies and regulatory requirements. All background verifications must comply with relevant laws, regulations and NPC standards. The Agency shall handle personal data and sensitive personal data in compliance with applicable Indian law, including but not limited to, the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as applicable, and shall maintain robust administrative, technical, and physical safeguards, including encryption of such data in transit and at rest, to prevent unauthorised access, alteration, or disclosure.

4. The Agency shall notify NPC in writing immediately, and in any event not later than twenty-four (24) hours, upon becoming aware of any actual or suspected personal data breach (as that term is understood under the Digital Personal Data Protection Act, 2023) affecting data processed under this engagement, and shall provide such particulars of, and cooperation in relation to, the breach as NPC may require to comply with NPC's own notification obligations under applicable law.
5. The Agency shall retain personal data only for so long as specified in the applicable Work Order, or, in the absence of such specification, only for as long as necessary for the assignment and applicable record-keeping requirements, and shall, on completion or on termination/expiry of the engagement, return and/or securely destroy all such data and furnish a certificate of destruction to the Council.
6. NPC (and its authorised representatives or auditors) shall have the right to audit and inspect the Agency's processes, systems and records relating to the assignment, on reasonable notice, to verify compliance with this Section. Such audits shall be carried out only when necessary, as decided by the Competent Authority.
7. The Agency shall ensure that all its personnel and field associates engaged on the assignment execute appropriate confidentiality undertakings. The obligations under this Section shall survive the termination or expiry of the engagement.
8. The Agency shall follow an SOP for verification, including report format, risk categorization and colour-coding, to be mutually finalized and approved by NPC's Competent Authority within a reasonable time after commencement of the engagement.

13. Conflict of Interest

1. The Agency shall not have, and shall promptly disclose, any conflict of interest in relation to an assignment. In particular, the Agency shall not undertake the verification of an Applicant who is a related party, an employee or director of the Agency, or with whom the Agency has a relationship that could compromise the objectivity of the verification.
2. On disclosure of a conflict, the Council may reassign the case to another engaged agency. Concealment of a conflict of interest shall be a ground for penalty, suspension or termination.

14. Payment Terms

1. Payment shall be made on a per-applicant / per-batch basis at the unit rates quoted in Annexure-II, on satisfactory completion and delivery of verification reports for the components specified in the Work Order.
2. The Agency shall raise invoices for each Work Order against completed and delivered verification reports, clearly indicating the number of Applicants verified, the checks performed, and applicable GST. Payment shall ordinarily be released within thirty (30) days of receipt of a correct and complete invoice and acceptance of the reports, whichever is later.
3. GST shall be payable extra, as applicable at the time of invoice. Statutory deductions (including TDS) shall be made as per applicable law.
4. No advance and no minimum wallet recharge shall be payable; the engagement is on a post-paid basis unless otherwise agreed in writing.

5. Where a case is closed on account of candidate insufficiency, unresponsive institutions, or unverifiable records despite reasonable and documented efforts by the Agency, payment (in full or in part) shall be at NPC's discretion, having regard to the effort demonstrated and documentary evidence furnished by the Agency.

15. General Terms and Conditions

15.1 Term and Termination

1. NPC may terminate the engagement or any Work Order for convenience by giving thirty (30) days' written notice, without assigning any reason.
2. NPC may terminate forthwith, by written notice, in the event of a material breach (including breach of confidentiality or data protection), insolvency, blacklisting, fraud, a material misrepresentation affecting NPC's rights or interests, concealment of a conflict of interest, or persistent failure to meet service levels (subject, in the case of persistent failure to meet service levels alone, to a prior seven (7) days' written notice to remedy).
3. Notwithstanding anything contained herein, NPC may, at its sole discretion and for any reason, withdraw or terminate a specific, individual Work Order with immediate effect by written notice to the Agency, without terminating this Agreement or any other then-current Work Order. On such withdrawal or termination, the Agency shall be entitled to payment only for that Work Order's components satisfactorily completed up to the effective date.
4. On termination or expiry, the Agency shall complete or hand over pending cases as directed, return and/or securely destroy all data (in accordance with Section 12), and shall be entitled to payment only for work satisfactorily completed up to the effective date.

15.2 Indemnity and Liability

The Agency (the "Indemnifying Party") shall, at its own cost and expense, defend, indemnify, and hold harmless the Council (the "Indemnified Party") from and against any third-party claims, demands, actions, or proceedings ("Claims"), and any statutory or regulatory fine or penalty imposed on NPC by the Data Protection Board of India or any other competent authority, arising out of or relating to: (i) any infringement or alleged infringement of third-party intellectual property rights; (ii) any tangible property damage, bodily injury, or death; or (iii) any loss, breach, unauthorised access to, or leakage of data under this engagement, in each case to the extent resulting from the Indemnifying Party's breach of this Agreement, negligence, or wilful misconduct (collectively, "Indemnified Claims").

The obligations of the Indemnifying Party under this Section shall be subject to the following conditions: (a) the Indemnified Party shall provide prompt written notice of any Indemnified Claim upon becoming aware of the same; (b) the Indemnified Party shall provide reasonable co-operation, at the Indemnifying Party's expense, in the defence of such Indemnified Claim; and (c) the Indemnifying Party shall have sole control over the defence and settlement of such Indemnified Claim, provided that it shall not settle any Claim in a manner that (i) imposes any liability or obligation on the Indemnified Party, or (ii) requires any admission of fault by the Indemnified Party, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed.

For the avoidance of doubt, nothing in this Section shall require the Indemnified Party to assume responsibility or liability for matters except to the extent finally determined by a competent authority to have resulted from the Indemnified Party's own breach, negligence, or wilful misconduct.

Notwithstanding anything contained in this Sub-section, the Agency's aggregate liability under the Agreement, in respect of any and all Claims arising in a contract year, shall not exceed the value of the relevant Work Order or the aggregate fees paid/payable to the Agency in the preceding twelve (12) months, whichever is higher. This limitation shall not apply to, and there shall be no cap on, the Agency's liability arising from: (i) breach of the confidentiality or data protection obligations under Section 12, including any statutory or regulatory fine or penalty imposed on NPC by the Data Protection Board of India or any other competent authority resulting therefrom; (ii) fraud or wilful misconduct; (iii) any tangible property damage, bodily injury, or death; or (iv) infringement of third-party intellectual property rights.

The provisions of this Section shall survive the termination or expiration of the Agreement and shall continue until all Indemnified Claims have been finally resolved.

The Agency shall maintain adequate professional-indemnity and cyber-liability insurance for the duration of the engagement and shall furnish proof of the same to NPC on request.

15.3 Force Majeure

Neither party shall be liable for failure or delay in performance due to events beyond its reasonable control (such as acts of God, natural calamity, fire, epidemic/pandemic, war, civil disturbance, or Government action), provided the affected party promptly notifies the other and resumes performance as soon as reasonably practicable.

15.4 Dispute Resolution and Arbitration

Any dispute, difference or claim arising out of or in connection with this RFP or the resulting Agreement shall first be resolved amicably through mutual consultation between the parties within thirty (30) days of either party notifying the dispute in writing. Failing such resolution, the dispute shall be referred to arbitration by a sole arbitrator appointed by mutual consent of the parties; if the parties are unable to agree on the arbitrator within thirty (30) days of a party proposing names, the arbitrator shall be appointed in accordance with Section 11 of the Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 (as amended); the seat and venue of arbitration shall be New Delhi, the language of arbitration shall be English, and the arbitral award shall be final and binding on both parties, subject to Section 15.5 below.

15.5 Jurisdiction of Court

The contract shall be deemed to have been entered into at New Delhi, and all causes of action in relation to the contract will thus be deemed to have arisen only within the jurisdiction of the New Delhi Courts.

15.6 Miscellaneous

- This RFP does not constitute an offer or a contract and does not bind NPC to engage any agency or to assign any work.
- No amendment or modification shall be valid unless made in writing and signed by both parties.
- All notices shall be in writing and sent to the addresses/emails notified by the parties.
- The Agency shall comply with all applicable laws, including labour, tax and data-protection laws, in the performance of the work.
- NPC reserves the right to amend, modify or issue corrigenda to this RFP at any time before the submission deadline.

For and on behalf of National Productivity Council
Director & Head (ECA Group) and Controller (EADA)

Annexure-I: Format of Technical Proposal

(To be submitted on the bidder's letterhead, duly signed and stamped. All supporting documents must be self-attested and enclosed in the same order as listed.)

S. No.	Particulars	Details / Enclosure Reference
1	Name of the Agency / Firm	
2	Type of organisation (enclose constitution documents — Incorporation Certificate / Partnership Deed / MoA & AoA, etc.)	
3	Year of establishment	
4	Address of corporate/registered office, telephone/fax, corporate email-ID and website	
5	Name, address, email-ID and mobile number of the authorised representative/contact person	
6	Names and addresses of Directors / Partners / Proprietor / Key Managerial Personnel	
7	GST registration number (enclose proof)	
8	PAN of the company/firm (enclose proof)	
9	Bank account details — Bank name & branch, account name, account number, IFSC (enclose proof / cancelled cheque)	

10	Years of experience in background-verification services (minimum 5 years of experience; Provide a list of the executed BGV assignments with year and client names while enclosing work orders/engagement letters/client certificates)	
11	Background-verification assignments for client organisations belonging to any of the following categories: Central Government, State Governments/Union Territories (UTs), Public Sector Undertakings (PSUs), Statutory Bodies/Institutions (e.g., Central Universities, IITs, NITs, etc.), or Autonomous Bodies, during the last five (5) financial years. (Proof: work orders/completion or performance certificates with client name, year and other relevant details clearly visible)	
12	Average annual turnover from BGV/allied services for the last three (3) financial years (enclose audited statements / CA certificate)	
13	Pan-India coverage: network/field associates for physical address verification (brief note)	
14	Verification team strength and quality-assurance arrangements (brief note; detailed profiles not required at bid stage)	
15	Details of verification platform/technology and secure portal (brief note/screenshots)	
16	ISO/IEC 27001, ISO 9001 and any data-protection certifications (enclose valid certificates)	
17	Bid Security Declaration (as per Annexure-III — submit separately)	
18	Declaration of non-blacklisting and no conflict of interest (as per Annexure-IV — submit separately)	
19	Land-border-country declaration and Rule 144(xi) registration, if applicable (as per Annexure-IV — submit separately)	

20	Non-Disclosure Undertaking (as per Annexure-V — submit separately)	

Declaration: I/We hereby declare that the information furnished above is true and correct to the best of my/our knowledge and belief. I/We have read and unconditionally accept all the terms and conditions of this RFP. I/We understand that if any information is found to be false or misleading, our proposal is liable to be rejected and we are liable to be debarred from doing business with NPC.

Authorized Signatory: ____________________________

Name & Designation: ____________________________

Organization Seal: ____________________________

Date: ____________________________

Annexure-II: Format of Financial Proposal

(On the bidder's letterhead)

Quote a unit rate for each verification component listed below. All rates are exclusive of GST. The Total Evaluated Price (TEP) for L1 determination shall be computed by applying quoted rates to the notional quantities specified below. Actual payment shall be made only for components specified in the Work Order and actually performed. Where NPC requires only select components (partial engagement), the applicable unit rates from this schedule shall govern. Do not add any conditions in this bid.

S. No.	Verification Component	Rate per Unit (INR, excluding GST)	Notional Qty per Applicant (for TEP)	Notional Amount per Applicant (INR) [C=A×B]
1	Identity Verification (per Government-issued ID e.g. PAN / Aadhaar / Voter ID / Driving Licence / Passport etc.)		1	
2	Educational Qualification Verification (per qualification — degree / diploma / certificate, from issuing University / Board / Institution)		2	
3	Professional Experience Verification including reference verification (per experience — role/designation, tenure, code, reason for leaving etc. as applicable/specified in the work order)		2	
4	Project Experience Verification includes reference verification (per project — role/designation, tenure, code, reason for leaving etc. as applicable/specified in the work order)		6	
5	Address Verification (per Address)		2	
Total Evaluated Price (TEP) per Applicant — exclusive of GST				

Notes:

i. All pricing is exclusive of GST; GST shall be charged extra at the applicable rate.

ii. The TEP is used solely for L1 determination; actual work orders shall specify only the components required, and payment shall be at the quoted unit rates for components actually performed. Where NPC requires a subset of components (partial engagement), the corresponding unit rates shall apply without any bundling adjustment.

iii. University / Board / third-party statutory verification fees, if any, are deemed included in the quoted rates and shall not be reimbursed separately or 'at actuals' under any circumstances. Bidders shall factor all such anticipated fees into their quoted unit rates at the time of bidding.

iv. Travel and lodging for physical address verifications are within the Agency's scope and must be included in the relevant unit rate.

v. Rates shall remain firm for the entire contract period, including any extension thereof; no price escalation shall be allowed.

Authorized Signatory: ___________________________

Name & Designation: ___________________________

Organization Seal: ___________________________

Date: ___________________________

Annexure-III: Bid Security Declaration Format

(On the bidder's letterhead)

To,
Controller (EADA),
Director & Head, ECA Group,
National Productivity Council,
Utpadakta Bhavan, 5-6 Institutional Area,
Lodhi Road, New Delhi – 110 003

I/We, the authorised signatory of M/s. ___________________________, participating in the subject RFP for "Engagement of Background Verification (BGV) Agency", Tender Reference No. ____________________, do hereby declare that in the event:

1. we withdraw or modify our bid during the period of bid validity; or
2. we commit any other breach of the tender conditions/contract which would otherwise have attracted forfeiture of Bid Security/EMD; or
3. we fail or refuse to initiate execution of the awarded Contract as per the terms of the Contract, or fail or refuse to furnish the Performance Security when required,

then we could be suspended from being eligible for bidding for, or award of, any future tender(s) of National Productivity Council for a period as may be determined by NPC, in accordance with Rule 170 of the General Financial Rules, 2017.

Authorized Signatory: ___________________________

Name & Designation: ___________________________

Organization Seal: ___________________________

Date: ___________________________

Annexure-IV: Self-Declaration (Non-Blacklisting, Conflict of Interest, No Deviation)

(On the bidder's letterhead)

To,
Controller (EADA),
Director & Head, ECA Group,
National Productivity Council,
Utpadakta Bhavan, 5-6 Institutional Area,
Lodhi Road, New Delhi – 110 003

I/We hereby declare and confirm that:

1. Our firm/company, and its partners/directors, have not been blacklisted or debarred by any Central/State Government Department, PSU, statutory body or autonomous organisation, and no such proceedings are pending, as on the last date of submission.
2. We have no conflict of interest in relation to this RFP, and we shall promptly disclose any conflict that may arise, and shall not verify any Applicant with whom we have a relationship that could compromise objectivity.
3. We accept all the terms and conditions of this RFP without any deviation or condition; any deviation stated elsewhere shall be deemed withdrawn.
4. All information and documents submitted by us are true, correct and genuine; we understand that any misrepresentation renders our bid liable to rejection and us liable to debarment.
5. We undertake to comply with all applicable laws, including the data-protection and information-security obligations set out in this RFP.
6. We confirm compliance with Rule 144(xi) of the General Financial Rules, 2017, and Order F.No.6/18/2019-PPD dated 23 July 2020 of the Department of Expenditure, concerning bidders from countries sharing a land border with India: where applicable, our valid registration certificate with the competent authority is enclosed with the Technical Bid; where not applicable, we confirm that neither our firm/company nor its ultimate beneficial owner is registered in, situated in, or a citizen of, any country sharing a land border with India.

Authorized Signatory: ___________________________

Name & Designation: ___________________________

Organization Seal: ___________________________

Date: ___________________________

Annexure-V: Non-Disclosure Undertaking

(On the bidder's letterhead)

To,
Controller (EADA),
Director & Head, ECA Group,
National Productivity Council,
Utpadakta Bhavan, 5-6 Institutional Area,
Lodhi Road, New Delhi – 110 003

In consideration of being permitted to participate in this RFP and, if engaged, to provide services to the Council, I/We undertake that:

1. All information disclosed by the Council, and all personal data and documents of Applicants accessed or generated in the course of the engagement, constitute Confidential Information.
2. We shall use the Confidential Information solely for the purpose of the engagement, shall not disclose it to any third party, and shall not reproduce or retain it except as permitted by the Council and applicable law.
3. We shall apply at least the standard of care and the security measures required under Section 12 of the RFP and shall ensure that our personnel and associates are bound by equivalent confidentiality obligations.
4. On completion or termination/expiry of the engagement, we shall return and/or securely destroy all Confidential Information and furnish a certificate of destruction.
5. These obligations shall survive the completion, termination or expiry of the engagement.

Authorized Signatory: ___________________________

Name & Designation: ___________________________

Organization Seal: ___________________________

Date: ___________________________

Annexure-VI: Checklist of Documents to be Submitted

Bidders shall enclose the following with the Technical Bid and tick/confirm against each item:

S. No.	Document	Enclosed (Yes/No)
1	Signed and stamped copy of this RFP document (in token of acceptance)	
2	Annexure-I — Technical Proposal	
3	Constitution documents (Incorporation Certificate / Partnership Deed / MoA&AoA, etc.)	
4	GST registration certificate and PAN	
5	Bank account details — enclose proof / cancelled cheque	
6	Audited financial statements / CA-certified turnover for the last three (3) financial years	
7	Work order(s)/completion or performance certificate(s) evidencing at least five (5) years of experience in providing background verification services	
8	Work order(s)/completion or performance certificate(s) evidencing background-verification assignments for at least one (1) client organisation belonging to any of the following categories: Central Government, State Governments/Union Territories (UTs), Public Sector Undertakings (PSUs), Statutory Bodies/Institutions (e.g., Central Universities, IITs, NITs, etc.), or Autonomous Bodies, during the last five (5) financial years.	
9	Brief note(s) on Pan-India coverage, verification platform and team	
10	ISO/IEC 27001 and ISO 9001 certificates (and any data-protection certification)	
11	Annexure-III — Bid Security Declaration	
12	Annexure-IV — Self-Declaration (Non-Blacklisting, Conflict of Interest, No Deviation)	
13	Annexure-V — Non-Disclosure Undertaking	
14	Registration certificate under Rule 144(xi), GFR 2017 (if applicable)	
15	Annexure-II — Financial Proposal (in a separate envelope)	

Authorized Signatory: ____________________________

Name & Designation: ____________________________

Organization Seal: ____________________________

Date: ____________________________

Annexure-VII: Format for Performance Guarantee

1. In consideration of National Productivity Council, having its Head Office at Utpadakta Bhavan, 5–6, Institutional Area, Lodhi Road, New Delhi – 110003 (hereinafter referred to as "NPC", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to ———————————— with its Registered/Head Office at ——————————————— (hereinafter referred to as the 'Agency', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Work Order under Tender No. NPC/HO/EADA/11008/2 and the Master Services Agreement dated ——————————, by issue of NPC's Work Order No. —————————— dated ———————————, valid at Rs. ——————————— (Rupees ——————————————————— only), and the Agency having agreed to provide a Performance Guarantee for the faithful performance of the entire Work Order equivalent to Rs. ————————— (Rupees ——————————————————— only), being five percent (5%) of the value of the Work Order to NPC, we —————————— Bank, having its Head Office at ——————————— (hereinafter referred to as 'the Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay NPC, on demand, any and all money payable by the Agency to the extent of Rs. ——————————— (Rupees ———————————————————— only) as aforesaid, at any time up to ——————————, without any demur, reservation, contest or protest, and without reference to the Agency; such demand by NPC shall be conclusive and binding on the Bank notwithstanding any difference between NPC and the Agency or any dispute pending before any Court, Tribunal, arbitrator or any other authority.
2. We, the ——————————— Bank, undertake not to revoke this guarantee during its currency without the previous consent of NPC, and further agree that the guarantee herein contained shall continue to be enforceable till NPC discharges this guarantee, or till the date up to which the performance period of the Work Order extends, plus a claim period of sixty (60) days thereafter as required under Section 9, Pt. 3 of the RFP, i.e., till ———————————, whichever is earlier.
3. NPC shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time for performance of the Work Order by the Agency. NPC shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in it, or of any right which it might have against the Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order or the Agreement between NPC and the Agency, or any other course or remedy or security available to NPC. The Bank shall not be released of its obligations under this guarantee by any exercise by NPC of its liberty with reference to the matters aforesaid, or by reason of any other act or omission or commission on the part of NPC, or by any other indulgence shown by NPC, or by any other matter or thing whatsoever which, under law, would but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that NPC, at its option, shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Agency, and notwithstanding any security or other guarantee that NPC may have in relation to the Agency's liabilities.

5. This guarantee shall not be affected by any change in the constitution of the Agency, nor shall it be affected by any change in the constitution of NPC, or by any amalgamation or absorption thereof or therewith, but shall ensure for and be available to and enforceable by the absorbing or amalgamated entity.
6. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. ―――――――――― (Rupees ―――――――――― ―――――――――― only), subject to the clause stated immediately hereafter. This guarantee shall remain in force till ――――――――――.
7. This guarantee shall continue and hold good until it is released by NPC on the application of the Agency after expiry of the performance period of the said Work Order, and after the Agency has discharged all its obligations under the said Work Order and produced a certificate from NPC's representative certifying due completion of the work under the said Work Order and submitted a 'No-Demand Certificate', provided always that unless extended this guarantee shall remain in force till ――――――――――. Should it be necessary to extend this guarantee beyond the said date on account of extension of the performance period being granted by NPC to the Agency in respect of completion of work under the said Work Order, or otherwise, we undertake to extend forthwith the period of the guarantee on NPC's request, till such time as may be required by NPC.
8. We, ―――――――――― Bank, shall be discharged of our liability under this guarantee unless a claim is made by NPC within three (3) months from the date of expiry of this Performance Guarantee.

Annexure-VIII: Draft Agreement between National Productivity Council (NPC) and the Agency

MASTER SERVICES AGREEMENT FOR ENGAGEMENT OF BACKGROUND VERIFICATION (BGV) AGENCY

THIS AGREEMENT ("Agreement") is made and entered into on this ____ day of ____________, 20____ ("Effective Date"),

BY AND BETWEEN

National Productivity Council, an autonomous body under the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, having its office at Utpadakta Bhavan, 5–6 Institutional Area, Lodhi Road, New Delhi – 110003 (hereinafter referred to as "NPC" or "the Council", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART;

AND

M/s ____________________________, a company/LLP/partnership/firm/proprietorship registered under ____________________________, having its registered office at ____________________________, and PAN ____________ and GSTIN ____________ (hereinafter referred to as "the Agency", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the SECOND PART.

NPC and the Agency are hereinafter individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. NPC issued Request for Proposal No. NPC/HO/EADA/11008/2 dated ___________ (the "RFP"), inviting techno-commercial proposals from eligible Background Verification agencies for undertaking background verification and due diligence of credentials of Applicants referred by NPC, on a Pan-India basis.

B. Pursuant to the evaluation and assignment process set out in Sections 7 and 9 of the RFP, NPC issued a Letter of Engagement dated ____________ to the Agency, engaging the Agency, on a non-exclusive basis, to provide BGV services on the terms of the RFP and this Agreement.

C. The Parties now wish to record their mutual rights and obligations in relation to the said engagement by way of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Capitalised terms used but not defined in this Agreement shall have the meanings assigned to them in the RFP (including Section 2, Definitions and Abbreviations, as read with this Agreement).

1.2. The RFP, the Agency's Technical and Financial Proposal as accepted by NPC, and this Agreement, together with all Schedules hereto, constitute the entire agreement between the Parties in relation to the engagement (collectively, the "Contract

Documents"). In the event of any conflict, the order of precedence shall be: (a) this Agreement and its Schedules; (b) the RFP and any corrigenda thereto; (c) the Agency's accepted Proposal; save that any specific commercial term more favourable to NPC in the Agency's Proposal shall prevail over a general term in the RFP.

2. TERM

2.1. This Agreement shall come into force on the Effective Date and, unless terminated earlier in accordance with Clause 15, shall remain valid for a period of one (1) year ("Initial Term").

2.2. NPC may, at its sole discretion and based on the Agency's satisfactory performance, extend this Agreement for a further period of one (1) year on the same terms and conditions, including the rates at Schedule-I, which shall remain firm and shall not be subject to escalation during such extended period ("Extended Term"), by issuing a written notice to the Agency at least thirty (30) days prior to expiry of the Initial Term.

2.3. This Agreement does not, by itself, guarantee or entitle the Agency to any minimum quantum of work during the Initial Term or the Extended Term. The engagement is non-exclusive; NPC reserves the right to engage other agencies or undertake verification through any other means, as it may consider appropriate.

3. SCOPE OF WORK AND WORK ORDERS

3.1. This Agreement is a framework agreement. It does not, by itself, constitute an order for any specific quantum of services; the Agency's actual obligation to perform arises separately upon issue of each Work Order under this Clause 3. NPC may issue any number of Work Orders during the Term, of such number of Applicants, verification components, value, and at such intervals, as NPC's actual requirements may from time-to-time dictate, in accordance with Section 3 of the RFP.

3.2. The Agency shall provide the background verification services described in Section 4 of the RFP and Schedule-I to this Agreement, in respect of such Applicants and such verification components as NPC may specify from time to time by way of a Work Order in the format at Schedule-IV.

3.3. Each Work Order shall specify, at a minimum: the Applicants to be verified, the verification components required, the applicable TAT (if other than the standard TAT under Clause 6), the estimated value, whether Performance Security is required under Clause 7, and any special instructions, and shall be accompanied by documents and checklists of verification components required for each Applicant. Each Work Order shall form part of, and be governed by, the terms of this Agreement, without need for further execution of a fresh agreement; only the Schedule-IV form need be issued and acknowledged for each Work Order.

3.4. No Work Order shall be construed as fixing or implying a minimum, maximum, average, or recurring quantum of work for any other Work Order, whether earlier or later in time. Work Orders may vary in size and scope from one another without requiring any amendment to this Agreement, and the rates at Schedule-I shall apply uniformly to every Work Order regardless of its size, in accordance with Clause 4.

3.5. Where a Work Order requires only select verification components, the applicable unit rates at Schedule-I shall govern without any bundling adjustment.

3.6. This Agreement does not, by itself, entitle the Agency to any minimum, guaranteed, or exclusive quantum of work, whether under a single Work Order or in the aggregate over the Term, as further provided in Clause 2.3.

4. CONSIDERATION AND RATES

4.1. In consideration of the services rendered, NPC shall pay the Agency at the unit rates set out in Schedule-I (being the rates quoted by the Agency in Annexure-II of its Financial Proposal), which are exclusive of GST and shall remain firm for the Initial Term and, if extended, the Extended Term, without escalation.

4.2. All statutory/verification fees payable to Universities, Boards, or other third-party issuing authorities, and all incidental costs including travel and lodging for physical verification, shall be borne by the Agency and are deemed included in the rates at Schedule-I. No separate or 'at actuals' reimbursement of any such fees or costs shall be payable by NPC under any circumstances.

4.3. Where verification under this Agreement requires contacting an educational institution or employer located outside India ("International Verification"), the Agency shall perform such verification using remote means (including telephone, email, or online verification portals), and no travel outside India by the Agency's personnel shall be required for this purpose. The rates at Schedule-I shall apply uniformly to International Verification, without any separate rate, fee, or reimbursement of third-party or foreign verification costs, in accordance with Clause 4.2.

4.4. GST shall be payable by NPC extra, at the rate applicable at the time of invoice. Statutory deductions (including TDS) shall be made by NPC as required by applicable law.

5. INVOICING AND PAYMENT

5.1. The Agency shall raise invoices on a per-Applicant / per-batch basis, against completed and delivered verification reports, clearly indicating the number of Applicants verified, the components performed, and applicable GST.

5.2. NPC shall release payment within thirty (30) days of receipt of a correct and complete invoice and acceptance of the corresponding reports, whichever is later.

5.3. No advance payment and no minimum wallet recharge shall be payable by NPC; the engagement is on a post-paid basis unless otherwise agreed in writing.

5.4. Where a case is closed on account of candidate insufficiency, unresponsive institutions, or unverifiable records despite reasonable and documented efforts by the Agency, payment (in full or in part, as NPC may determine) shall be at NPC's discretion, having regard to the effort demonstrated and the documentary evidence furnished by the Agency.

6. SERVICE LEVELS, TURNAROUND TIME AND LIQUIDATED DAMAGES

6.1. The standard Turnaround Time (TAT) for a complete verification report shall be fourteen (14) Working Days from receipt of complete and legible documents for an Applicant, unless a different TAT is specified in the applicable Work Order.

6.2. Within twenty-four (24) hours of receiving a case, the Agency shall acknowledge receipt, generate a unique reference number, and notify NPC of any insufficient or illegible documents. Where a case is flagged for insufficiency, the TAT shall run afresh from the date complete and legible documents are subsequently received.

6.3. Liquidated damages shall apply only to delay beyond the agreed TAT that is attributable to the Agency. Delay attributable to Universities, employers, Government authorities, non-responsive references, or the Applicant shall be excluded in computing TAT compliance and shall not attract liquidated damages.

6.4. For delay attributable to the Agency, NPC may levy liquidated damages at the rate of 0.5% of the fee for the delayed case per Working Day of delay, subject to a maximum of 10% of the fee for that case. This is agreed to represent a genuine pre-estimate of loss and not a penalty. Persistent or wilful delays may attract suspension or termination under Clause 15.

6.5. Re-verification necessitated by the Agency's own error or omission shall be carried out by the Agency at no additional cost and on priority. Where a report is subsequently found to be materially inaccurate due to the Agency's negligence, NPC may withhold the fee for that case and require re-verification at the Agency's cost, without prejudice to NPC's other remedies.

7. PERFORMANCE SECURITY

7.1. NPC may, at its discretion having regard to the value and risk profile of a Work Order, require the Agency to furnish Performance Security against that Work Order, equal to five percent (5%) of the value of that Work Order, in the format at Annexure-VII of the RFP (Format for Performance Guarantee). Where required, such Performance Security shall be furnished by the Agency at the time of issue of the relevant Work Order, and the requirement (or otherwise) shall be recorded in that Work Order in the format at Schedule-IV.

7.2. The Performance Security for a Work Order shall remain valid through the performance period of that Work Order, plus a claim period of sixty (60) days, and shall be released to the Agency thereafter, subject to satisfactory performance and no outstanding claim.

7.3. Where Performance Security has been furnished for a Work Order, NPC shall be entitled to invoke and appropriate the proceeds thereof, in whole or in part, if: (a) the Agency becomes liable to pay liquidated damages under Clause 6 in respect of that Work Order; (b) there is any material breach of the terms of that Work Order or this Agreement; (c) the Agency fails to comply with any direction, timeline, or reporting obligation prescribed by NPC in relation to that Work Order; (d) the Work Order remains incomplete on account of faulty execution, non-cooperation, or failure of delivery by the Agency; or (e) the Agency terminates or abandons that Work Order without cause.

8. ROLES AND RESPONSIBILITIES

8.1. NPC shall: (a) refer cases through the agreed channel/portal, with available documents and the Applicant's consent for verification, consent being obtained by NPC; (b) issue Work Orders specifying checks and timelines; (c) designate a point of contact for coordination; and (d) review reports and make timely payment in accordance with Clause 5.

8.2. The Agency shall: (a) acknowledge each case within 24 hours and flag insufficiencies; (b) appoint a designated point of contact for coordination with NPC (an existing Key Account Manager or similar resource who also services other clients is acceptable, provided responsive and available for NPC's requirements within agreed timelines); (c) conduct each verification diligently, lawfully and objectively; (d) deploy adequately trained and vetted personnel, and ensure field associates are bound by confidentiality and background-check obligations; (e) maintain data security and confidentiality in accordance with Clause 9; (f) deliver reports within the agreed TAT with clear status/colour-coding, as may be mutually finalized under the SOP referred to in Clause 9.8; and (g) not sub-contract or assign the work, in whole or in part (including to empanelled field verification partners), without NPC's prior written consent.

9. CONFIDENTIALITY, DATA PROTECTION AND INFORMATION SECURITY

9.1. All information shared by NPC, and all data collected during verification, is strictly confidential and intended solely for NPC's internal use. The Agency shall process all data, including Applicant/Candidate personal data, strictly on behalf of, and in accordance with the documented instructions of, NPC, and for no purpose other than performance of the Services. No part of the work or data shall be published, circulated, shared with any third party (including the Applicant), or reproduced for any other purpose, without NPC's prior written consent.

9.2. The Agency shall not use any data, including Applicant/Candidate personal data, documents, or verification results, to train, fine-tune, test, or otherwise develop or improve any automated screening tool, machine-learning model, or artificial intelligence system, whether for the Agency's own use or that of any third party.

9.3. The Agency must ensure confidentiality and data protection as per applicable policies and regulatory requirements. All background verifications must comply with relevant laws, regulations and NPC standards. The Agency shall handle personal data and sensitive personal data in compliance with applicable Indian law, including but not limited to the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as applicable, and shall maintain robust administrative, technical, and physical safeguards, including encryption of such data in transit and at rest, to prevent unauthorised access, alteration, or disclosure.

9.4. The Agency shall notify NPC in writing immediately, and in any event not later than twenty-four (24) hours, upon becoming aware of any actual or suspected personal data breach (as that term is understood under the Digital Personal Data Protection Act, 2023) affecting data processed under this Agreement, and shall provide such particulars of, and cooperation in relation to, the breach as NPC may require to comply with NPC's own notification obligations under applicable law.

9.5. The Agency shall retain Applicant records only for so long as specified in the applicable Work Order, or, in the absence of such specification, only for so long as necessary for the assignment and applicable record-keeping requirements, and shall, on completion or termination/expiry, return and/or securely destroy such data and furnish a certificate of destruction to NPC.

9.6. NPC (and its authorised representatives or auditors) shall have the right to audit and inspect the Agency's processes, systems and records relating to the assignment, on reasonable notice to the Agency, at a frequency to be determined at NPC's discretion.

9.7. The Agency shall ensure that its personnel and field associates engaged on the assignment execute appropriate confidentiality undertakings. The obligations under this Clause 9 shall survive termination or expiry of this Agreement, and are excluded from the liability cap at Clause 12.3.

9.8. The Agency shall follow an SOP for verification, including report format, risk categorization and colour-coding, to be mutually finalized and approved by NPC's Competent Authority within a reasonable time after the Effective Date.

9.9. The Agency shall, where required, execute a separate Non-Disclosure Undertaking substantially in the format at Annexure-V of the RFP.

10. CONFLICT OF INTEREST

10.1. The Agency shall not undertake verification of an Applicant who is a related party, employee or director of the Agency, or with whom the Agency has a relationship that could compromise objectivity, and shall promptly disclose any such conflict of interest to NPC. On disclosure, NPC may reassign the case to another agency. Concealment of a conflict of interest shall be a ground for penalty, suspension or termination under Clause 15.

11. REPRESENTATIONS, WARRANTIES AND COMPLIANCE

11.1. Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement.

11.2. The Agency represents and warrants that: (a) it continues to meet the eligibility criteria under Section 5 of the RFP throughout the Term; (b) it holds, and shall maintain, a valid ISO/IEC 27001 certification; (c) it and its partners/directors are not blacklisted or debarred by any Central/State Government Department, PSU, statutory body or autonomous organisation; and (d) it shall comply with all applicable laws, including labour, tax, and data-protection laws, and the Code of Integrity in Public Procurement (Rule 175, GFR 2017).

12. INDEMNITY AND LIMITATION OF LIABILITY

12.1. The Agency (the "Indemnifying Party") shall, at its own cost, defend, indemnify and hold harmless NPC (the "Indemnified Party") from and against any third-party claims, demands, actions or proceedings, and any statutory or regulatory fines, penalties, or proceedings imposed on NPC by the Data Protection Board of India or any other competent regulatory authority, arising out of or relating to: (i) any infringement of third-party intellectual property rights; (ii) any tangible property damage, bodily injury, or death; or (iii) any loss, breach, unauthorised access to, or leakage of data under this Agreement, in each case to the extent resulting from the Agency's breach of this Agreement (including its obligations under Clause 9), negligence, or wilful misconduct.

12.2. The indemnity at Clause 12.1 shall be subject to: (a) NPC providing written notice of any indemnified claim within a reasonable time of becoming aware of it; (b) NPC providing reasonable co-operation, at the Agency's expense, in the defence of such claim; and (c) the Agency having sole control over the defence and settlement of such claim, provided it shall not settle any claim imposing liability or requiring an admission of fault on NPC without NPC's prior written consent. For the avoidance of doubt, any delay by NPC in giving such notice shall not relieve the Agency of its obligations under Clause 12.1, except to the extent that the Agency is materially prejudiced by such delay.

12.3. Notwithstanding anything contained in this Agreement, the Agency's aggregate liability under this Agreement, in respect of any and all claims arising in a contract year, shall not exceed the value of the relevant Work Order or the aggregate fees paid/payable to the Agency in the preceding twelve (12) months, whichever is higher. This limitation shall not apply to, and there shall be no cap on, the Agency's liability arising from: (i) breach of the confidentiality or data protection obligations under Clause 9, including any statutory or regulatory fine or penalty imposed on NPC by the Data Protection Board of India or any other competent authority resulting therefrom; (ii) fraud or wilful misconduct; (iii) any tangible property damage, bodily injury, or death; or (iv) infringement of third-party intellectual property rights.

12.4. The Agency shall maintain adequate Professional Indemnity and Cyber Liability insurance for the duration of this Agreement, from an insurer permitted to offer such policies in India, and shall furnish proof of the same to NPC on request.

12.5. The provisions of this Clause 12 shall survive termination or expiry of this Agreement.

12.6. Except in respect of fraud or wilful misconduct, in no event shall either Party be liable to the other for any indirect, incidental, special, or consequential damages, including loss of profit, revenue, or business opportunity, whether arising in contract, tort, or otherwise, and whether or not that Party had been advised of the possibility of such damages.

13. INTELLECTUAL PROPERTY

13.1. All reports, data and work product generated by the Agency for NPC under this Agreement shall vest in, and be the exclusive property of, NPC. The Agency shall not use, publish, or retain copies of such reports or data beyond what is required for record-keeping under Clause 9.5, without NPC's prior written consent.

13.2. Except as expressly set forth in this Agreement, neither Party shall acquire any right, title, or interest in the pre-existing intellectual property of the other Party by virtue of this Agreement.

13.3. Neither Party shall use, reproduce, or exploit the other Party's intellectual property without the prior written consent of the owning Party. Any unauthorised use shall constitute a material breach of this Agreement.

13.4. The Agency represents and warrants that: (a) the reports and work product delivered under this Agreement shall not infringe the intellectual property rights of any third party; and (b) it has obtained all necessary licences, permissions, or subscriptions for any third-party databases, tools, or platforms used in performing the verification services.

13.5. The Agency shall indemnify and hold NPC harmless against any claims, damages, or liabilities arising from a breach of this Clause 13, subject to Clause 12.

14. FORCE MAJEURE

14.1. Neither Party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to an event beyond that Party's reasonable control, including acts of God, natural calamity or catastrophe, fire, epidemic or pandemic, war, civil disturbance, or Government action or restriction ("Force Majeure"). Force Majeure shall not include: (a) any event caused by the negligence or intentional act or omission of the affected Party or its personnel; or (b) any event which the affected Party could reasonably have foreseen and avoided or overcome by the exercise of due diligence at the time of undertaking the relevant obligation.

14.2. A Party affected by an event of Force Majeure shall, as soon as reasonably practicable, notify the other Party in writing, providing sufficient particulars of the nature and cause of the event and its likely effect on that Party's obligations, and shall similarly notify the other Party in writing upon restoration of normal conditions. Neither Party shall be entitled to suspend or excuse its non-performance unless such notice has been given.

14.3. Any period within which a Party is required under this Agreement to complete an action or task (including the TAT under Clause 6) shall be extended by a period equal to the duration of the Force Majeure event, or such other period as the Parties may agree in writing, provided that such extension shall not exceed one-half of the period originally allowed for that action or task, unless the Parties agree otherwise in writing.

15. TERM AND TERMINATION

15.1. NPC may terminate this Agreement or any Work Order for convenience by giving thirty (30) days' written notice to the Agency, without assigning any reason.

15.2. NPC may terminate this Agreement forthwith, by written notice, in the event of: material breach by the Agency (including breach of confidentiality or data protection obligations); insolvency of the Agency; blacklisting or debarment of the Agency; fraud or corrupt/fraudulent practices; a material misrepresentation or false statement by the Agency affecting NPC's rights or interests; or concealment of a conflict of interest. Where the ground for termination is persistent failure to meet service levels under Clause 6 (and no other ground under this Clause 15.2 applies), NPC shall first give the Agency seven (7) days' written notice to remedy the failure, and may terminate this Agreement only if the failure is not remedied within that period or such further period as NPC may allow in writing.

15.3. In addition to its rights under Clause 15.1, NPC may, at its sole discretion and for any reason, withdraw or terminate a specific, individual Work Order with immediate effect by written notice to the Agency, without terminating this Agreement or any other then-current Work Order. On such withdrawal or termination, the Agency shall be entitled to payment only for that Work Order's components satisfactorily completed up to the effective date, in accordance with Clause 15.4, and Performance Security (if any) for that Work Order shall be dealt with in accordance with Clause 7.

15.4. On termination or expiry of this Agreement or of a specific Work Order, the Agency shall complete or hand over pending cases under the affected Work Order(s) as directed by NPC, return and/or securely destroy all data in accordance with Clause 9.5, and shall be entitled to payment only for work satisfactorily completed up to the effective date of termination. No payment shall be due for incomplete or in-progress work, save as otherwise agreed in writing.

16. NOTICES

16.1. All notices under this Agreement shall be in writing and delivered by hand, recognised courier, registered post (return receipt requested), or email, to the addresses/email IDs notified by the respective Parties. A notice shall be deemed served: (a) if delivered by hand or courier, on the date of delivery as evidenced by the receiving Party's acknowledgement; (b) if sent by registered post, five (5) days after posting; and (c) if sent by email, on the next Working Day after transmission, provided no delivery-failure notification is received by the sender.

17. ASSIGNMENT

17.1. Neither Party shall assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, save that NPC may assign this Agreement to any successor body without the Agency's consent.

18. DISPUTE RESOLUTION AND ARBITRATION

18.1. Any dispute, difference or claim arising out of or in connection with this Agreement shall first be resolved amicably through mutual consultation between the Parties within thirty (30) days of either Party notifying the dispute in writing.

18.2. Failing such resolution, the dispute shall be referred to arbitration by a sole arbitrator appointed by mutual consent of the Parties; if the Parties are unable to agree on the arbitrator within thirty (30) days of a Party proposing names, the arbitrator shall be appointed in accordance with Section 11 of the Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 (as amended); the seat and venue of arbitration shall be New Delhi, the language of arbitration shall be English, and the arbitral award shall be final and binding on both Parties, subject to Clause 19.

19. GOVERNING LAW AND JURISDICTION

19.1. This Agreement shall be governed by and construed in accordance with the laws of India. This Agreement shall be deemed to have been entered into at New Delhi, and, subject to Clause 18, the courts at New Delhi alone shall have jurisdiction in relation to any dispute arising out of or in connection with this Agreement.

20. MISCELLANEOUS

20.1. Entire Agreement: The Contract Documents constitute the entire agreement between the Parties in relation to the subject matter hereof and supersede all prior discussions, negotiations and agreements, whether written or oral.

20.2. Amendment: No amendment or modification to this Agreement shall be valid unless made in writing and signed by the authorised representatives of both Parties.

20.3. Severability: If any provision of this Agreement is held by a court or other competent authority to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any manner be affected, and the Parties shall negotiate in good faith to agree upon a substitute provision, as nearly as practicable to the original intent, for the invalid, illegal, or unenforceable provision. A failure to agree upon such a substitute provision shall not itself be subject to dispute resolution under Clause 18.

20.4. Waiver: No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver thereof.

20.5. Relationship of Parties: Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employer-employee relationship between the Parties. The Agency's personnel shall at all times remain the employees/agents of the Agency and not of NPC.

20.6. Compliance with Laws: The Agency shall comply with all applicable laws, including labour, tax, and data-protection laws, in the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorised representatives on the date first above written.

For and on behalf of **National Productivity Council**	**For and on behalf of** **M/s ____________________________ (Agency)**
Signature: ____________________ Name: ____________________ Designation: ____________________ Date:	Signature: ____________________ Name: ____________________ Designation: ____________________ Date:
Witness 1: Name & Address:	Witness 1: Name & Address:
Witness 2: Name & Address:	Witness 2: Name & Address:

Schedule-I: Scope of Work and Rate Card

The Scope of Work is as set out in Section 4 of the RFP. The rates payable under this Agreement are the unit rates quoted by the Agency in Annexure-II (Format of Financial Proposal) of its bid, as accepted by NPC, reproduced below. All rates are exclusive of GST and are deemed to include all statutory verification fees and incidental costs, in accordance with Annexure-II of the RFP.

S. No	Verification Component	Unit Rate (INR, excl. GST) – As per accepted Financial Proposal
1	Identity Verification (per Government-issued ID)	
2	Educational Qualification Verification (per qualification)	
3	Professional Experience Verification (incl. reference verification, per experience)	
4	Project Experience Verification (incl. reference verification, per project)	
5	Address Verification (per Address)	

Schedule-II: Service Levels and Turnaround Time

As set out in Clause 6 of this Agreement: standard TAT of 14 Working Days from receipt of complete and legible documents; acknowledgment and insufficiency-flagging within 24 hours; liquidated damages of 0.5% of case fee per Working Day of Agency-attributable delay, capped at 10% of the case fee.

Schedule-III: Key Contacts

Particulars	NPC Point of Contact	Agency Point of Contact
Name		
Designation		
Email		
Phone		

Schedule-IV: Draft Format of Work Order

(To be accompanied by documents and checklists of verification components required for each Applicant along with other necessary details)

Work Order No. & Date	
Number of Applicants Covered by this Work Order	
Applicable TAT (if other than standard)	
Special Instructions, if any	

Value Calculation for this Work Order

Amount = Qty for this Work Order × Unit Rate. Unit rates are as per Schedule-I of this Agreement / the Agency's accepted Financial Proposal and are firm for the Term.

S. No	**Verification Component**	**Qty for this Work Order**	**Unit Rate (INR, excl. GST)**	**Amount (INR)**
1	Identity Verification (per Government-issued ID)			
2	Educational Qualification Verification (per qualification)			
3	Professional Experience Verification (per experience)			
4	Project Experience Verification (per project)			
5	Address Verification (per Address)			
	Sub-Total (A)			
	GST @ ______% (B)			
	Total Work Order Value (A + B)			

Performance Security Required (Y/N)	
Issued by (NPC)	Signature, Name, Designation, Date
Acknowledged by (Agency)	Signature, Name, Designation, Date