

STANDARD PROCUREMENT DOCUMENTS
Standard Request for Proposal
for
Empanelment of Agencies for Supplying of Pradhan Mantri Kaushal Vikas Yojana (PMKVY
4.0) Induction Kits



BID NO: GEM/2023/B/3265142

Department- Operation

Important Dates:

Date of commencement of RFP	16-Mar-2023
Pre bid meeting. <i>Virtual via MS Teams. (Click Here)</i>	22-Mar-2023 at 03:00 pm
Last Date and Time of submission of bid	31-Mar-2023 till 05:00 pm
Place of Submission of Proposals	GeM Portal

INSTRUCTION TO BIDDERS (ITB)

A. General Provisions

1. Definitions

- 1.1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- 1.2. “Applicable Law” means the laws and any other instruments having the force of law in India.
- 1.3. “Client” means NSDC
- 1.4. “Bidder” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.5. “Contract” means a legally binding written agreement signed between the Client and the Bidder.
- 1.6. “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Client. It excludes the Client’s official public holidays.
- 1.7. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-Bidder or Joint Venture member(s).
- 1.8. “Government” means the government of India.
- 1.9. “in writing” means communicated in written form (e.g. by mail, e-mail, including, if distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
- 1.10. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- 1.11. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Bidder’s proposal.
- 1.12. “Non-Key Expert(s)” means an individual professional provided by the Bidder or its Sub-Bidder and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- 1.13. “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.
- 1.14. “RFP” means the Request for Proposals to be prepared by the Client for the selection of Bidders, based on the SPD - RFP.
- 1.15. “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- 1.16. “Services” means the work to be performed by the Bidder pursuant to the Contract.
- 1.17. “Sub-Bidder” means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Contract.
- 1.18. “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

2.1. National Skill Development Corporation (NSDC), the client intends to Empanelment

of Agencies for Supplying of Pradhan Mantri Kaushal Vikas Yojana (PMKVY 4.0) Induction Kits (hereinafter called “Bidders”).

- 2.2. The Bidders with whom this RFP is shared, are invited to submit a Technical Proposal and a Financial Proposal against this RFP. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.
 - 2.3. The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
 - 2.4. The Client will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder’s Proposal.
 - 2.5. The information contained in this document or information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of NSDC, is on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. This document is not an agreement and is not an offer or invitation by NSDC to any parties other than the bidder(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as —Bidder or —Bidders respectively). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This document does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this document. NSDC makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this document. The information contained in the document is selective and is subject to updating, expansion, revision, and amendment.
 - 2.6. NSDC reserves the right of discretion to change, modify, reject, add to, or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. NSDC in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document. NSDC reserves the right to reject any or all proposals received in response to this document at any stage without assigning any reason whatsoever. The decision of NSDC shall be final, conclusive, and binding on all the parties.
3. **Conflict of Interest**
- 3.1. The Bidder is required to provide professional, objective, and impartial advice, always holding the Client’s interests’ paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
 - 3.2. The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by NSDC.
 - 3.3. Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:
 - 3.3.1. Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from

subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

3.3.2. **Conflicting assignments** Conflict among consulting assignments: a Bidder (including its Experts and Sub-Bidders) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.

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

4. **Corrupt and Fraudulent Practices:** The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Annexure 2. In further pursuance of this policy, Bidders shall permit and shall cause their agents, Experts, Sub-Bidders, sub-contractors, services providers, or suppliers to permit NSDC to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by NSDC.

5. **Eligibility Criteria:**

SN	Eligibility Criteria	Documents/ Copies to be submitted
5.1.	The bidder shall be a Company, Partnership firm or Proprietorship; must be a Registered legal entity in India; in existence from last at least 5 years.	<ul style="list-style-type: none"> ▪ Certificate of Incorporation ▪ Registration for GST ▪ PAN
5.2.	The Bidder shall have an office located in National Capital Region (NCR)	Lease paper/ Rent Agreement or supporting document of Office and/or Factory.
5.3.	Firm shall have at least 1 warehouse/ Dispatch center in Delhi / NCR	Lease paper/ Rent Agreement or supporting document of Warehouse/ Dispatch Centre.
5.4.	The bidder Shall have an average annual turnover of at least INR 40 Crores in the last 04 financial years. (2018-19, 2019-20, 2020-21 and 2021-22)	CA Certificates with UDIN.
5.5.	Minimum 15 Crores cumulative turnover from supply of kits in last 3 financial years	CA Certificates with UDIN.
5.6.	The bidder shall have experience in supplying at least 2,00,000 of kits in a single contract during last 3 years ending 31st March 2022.	Attach documentary proof, such as work order, agreement or client letter
5.7.	<ul style="list-style-type: none"> ▪ Bidder and should have never been involved in any illegal activity or financial frauds. ▪ The bidder and its affiliates should not have been blacklisted by any Government Agency/Public Sector 	<i>Should submit an undertaking on its letterhead duly signed by the authorized representative.</i>

SN	Eligibility Criteria	Documents/ Copies to be submitted
	Undertaking/ Autonomous Bodies of Government/ Reputed Corporates for breach of applicable laws or violation of regulatory provisions or breach of agreement.	
5.8.	Mandatory requirements: All requirements mentioned in Terms of Reference and Scope of Work must be mandatory complied with. If bidder is not able to provide services according to TOR and SOW, they will be disqualified	<i>Should submit an undertaking on its letterhead duly signed by the authorized representative.</i>

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

6. Duration of Assignment:

The duration of assignment will be three years from date of signing of contract by both the parties. However, the quality of service provided by the Bidder and the performance of the Bidder shall be reviewed continuously and in case the performance is found unsatisfactory, the Bidder's contract can be terminated at NSDC's discretion. If the performance is found satisfactory then, contract may be extended for further duration based on mutual consent. In case, there is a requirement for more Bidders for any reason, NSDC may procure services from more Bidders for similar purpose.

B. Preparation of Proposals

7. **General Considerations:** In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal:** The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to selection, without thereby incurring any liability to the Bidder.
9. **Language:** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in "English".
10. **Documents Comprising the Proposal:** The Proposal shall comprise the documents and forms listed in Annexure 1.
11. **Only One Proposal:** The Bidder shall submit only one Proposal. If a Bidder, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
12. **Proposal Validity:** Bidder's Proposal must remain valid up to 180 days after the Proposal submission deadline. During this period, the Bidder shall maintain its original Proposal without any change, including their availability. If it is established that any Bidder was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
 - 12.1. **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.

12.2. Extension of validity of the Proposals shall be done without any change in the original Proposal and with the confirmation of the availability of the staff.

13. Proposal Security: Not Required

14. Sub-Contracting: The Bidder cannot subcontract some or whole of the Services.

15. Clarification and Amendment of RFP: The Bidder may request a clarification of any part of the RFP till 7 days prior to last date of submission. Any request for clarification must be sent in writing, by email to the Client's email address: procurement@nsdcindia.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 Bidders. Should the Client deem it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:

15.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be shared with the Bidders.

15.2. If the amendment is substantial, or there is technical issue in submission of bids, the Client may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.

15.3. The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.

16. Technical Proposal and Financial proposal Format and Content:

17. The Technical Proposal shall be prepared using the format provided in Annexure 1 of the RFP

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 Technical Proposals and Financial Proposals shall be filled up and shared as separate proposals.

20. The Bidder is responsible for meeting all tax liabilities arising out of the Contract.

21. The Bidder shall express the price for its Services in INR.

C. Submission, Opening and Evaluation

22. Submission of Proposals:

22.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Annexure 1. The Bidder shall submit Technical and Financial Proposals only on <https://nsdc.eproc.in> on or before last date and time of submission.

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

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

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

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

23.2. Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.

23.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of selection, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

- 23.4.** This document is meant for the specific use by the bidders interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. NSDC expects the bidder or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders shall be held responsible for any misuse of information contained in the document if such a circumstance is brought to the notice of NSDC. By downloading the document, the interested party is subject to confidentiality clauses.
- 24. Opening of Technical Proposals:** The Client's evaluation committee shall conduct the opening of the Technical Proposals.
- 25. Evaluation of Technical Proposals:** The Client's evaluation committee shall evaluate the Technical Proposals first based on the criteria below.

SN	Criteria	Documents to attach	Max Marks
25.1	The firm should have experience of supplying kits during last 3 financial years.	Work Orders/ Contract /Agreements letter of completion from clients along with documentary proof (if any)	30 Marks
	a. 2 Contracts out of which 1 contract have cumulative value upto Rs. 2 crores		
	b. 2 Contracts out of which 1 contract have cumulative value between Rs. 2 crores to Rs. 5 crores		
	c. 3 Contracts out of which <ul style="list-style-type: none"> 1 contract have cumulative value more than Rs. 3 crores 1 contract have cumulative value more than Rs. 5 crores 		
	d. 3 Contracts out of which <ul style="list-style-type: none"> 1 contract have cumulative value more than Rs. 3 crores 1 contract have cumulative value more than Rs. 15 crores 		
25.2	Capability: Demonstration capability of supplying large number (minimum 3 Lakhs) of kits in all across the country in time bound manner with specified quality parameter.	Copy of agreement / PO/ work order for minimum of 3 Lakhs Kits. Invoices, Delivery details and proof of payments.	25 Marks
25.3	Approach, Methodology and Capability:	Technical Proposal in and Presentation; Provide planning backup with	25 Marks
	a. Use of technology for complete process Automation towards Production and Delivery of		

SN	Criteria	Documents to attach	Max Marks
	Induction kits		
	b. Proposed Production and supplying the Induction kits Methodology (25) marks)	document evidence done in the past	
	c. Dedicated call center for handling queries		
25.4	Quality and Adherence of Induction Kit and Packaging Sample to Specifications laid out.	Prototype Sample	10 Marks

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

26. Evaluation of Technical Proposals and Finalization of Framework Agreements:

26.1. Technical Qualification:

- Proposer will be evaluated for its technical capabilities as per the format provided above. NSDC may also, for the purpose of evaluation and in its sole discretion, visit and inspect the office / factory and warehouses of the one or more Proposers.
- Proposer must pass the technical criteria with minimum of 70 marks to be considered as technically qualified.
- Agencies which pass the qualification criteria will be called for a Presentation; date for which will be announced after the preliminary evaluation.

26.2. Financial Evaluation:

The agreement will initially be signed for Two years. Based on the performance of the agency and need of NSDC, the agreement may be renewed. NSDC is intended to select at least 2 agencies for the assignment and may also reserve two or more agencies as empaneled agencies. Agencies who are technically qualified as per technical evaluation criteria and L1 in terms of financial quote will be automatically qualified. Agency who ranked L2 in financial quote will be given the opportunity to match the L1 price if L2 matches the same, then it will qualify and NSDC will enter into agreement with agencies. In case L2 declines to enter into a contract, the same opportunity will be presented to L3 and so on. NSDC will enter into framework agreement with two bidders at the beginning. NSDC reserves the right for further inclusion or exclusion subject to performance and business need on future date.

During the contract execution, if the existing supplier/s with whom the Framework Agreement has been signed are not able to perform as per the required quality standards despite NSDC providing enough opportunity for improvement, NSDC may invite the empaneled vendors to enter into a framework agreement at the price agreed by them during the selection process.

NOTE: Depending upon the number of responses and need of the activity; NSDC reserves the right to increase or decrease the number of agencies for the Framework Agreement

- NSDC may use e-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. 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.

28. Negotiations and Award

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

(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 ITB 3.
- (d) We confirm our understanding of our obligation to abide by the NSDC’s policy regarding corrupt and fraudulent practices as per Annexure 2.
- (e) We, along with any of our sub-Bidders, subcontractors, suppliers, or service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
- (f) In competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988
- (g) Our Proposal is binding upon us and subject to any modifications.

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

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ____

Name and Title of Signatory: ____

Name of Bidder: ____

Address: ____

Contact information (phone and e-mail): ____

I. General Information

SN	Particulars	Details (Enclose supporting documents, wherever required)
1.	Name of the Bidder	
2.	Registered Address	
3.	Concerned person's Name and Designation	
4.	Mobile no	
5.	Email ID	

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

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Annual Turnover FY 21-22 FY 20-21 FY 19-20 FY 18-19	

Form Tech 2- Bidder's Experience

III. Information as per eligibility criteria (clause 5) and technical evaluation criteria (Clause 26) (Please use MS excel to provide details of this table below)

Year	SN	Name of Client	Name of Project	Stipulated Project Duration	Actual Project Duration	Project completion Value In INR	Brief of Services Provided	Email id and contact detail of client's representatives to provide feedback
	1.							
	2.							
	3.							

Add more rows if required.

Financial Bid Formats (to be submit on GeM portal Only)

Annexure -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/Bidders associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts.

In pursuance to above:

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

"Fraudulent Practice", mean following:

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

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

TERMS OF REFERENCE

Terms of Reference (ToR) of Supplying Pradhan Mantri Kaushal Yojna (PMKVY) Induction Kits to Training Centers under Framework Agreement

1. Introduction:

NSDC is a one of its kind, Public Private Partnership in India in which 51% of the total share capital has been contributed by private sector. NSDC has been implementing some of the flagship schemes like PMKVY and PMKK of Government of India. NSDC intends to hire agencies for Validation and Verification of Placement under PMKVY 4.0

2. Scheme Background

PMKVY is the flagship scheme of the Ministry of Skill Development and Entrepreneurship. The objective of this Skill Certification scheme is to enable a large number of Indian youths to take up industry-relevant skill training which will help them in securing a better livelihood. NSDC has been designated as the scheme's implementing agency.

NSDC has developed an Induction Kit that is to be given by Training Centres to each trainee enrolled under the scheme. The Induction Kit items are listed in the table below. The detailed specification of each item is under Appendix II of this document.

Items in PMKVY Induction Kit

SN.	Induction Kit Items
1.	Sling Bag
2.	Identification Card Holder with Lanyard
3.	Diary
4.	T-shirt (Male) or Jacket (Female) or Unisex Jacket

Note: 3 Samples of induction kits each for Male, Female and Unisex shall be placed at NSDC reception desk, if required can be physically inspected by bidders during the office hours.

3. Provider's Responsibility:

It is expected that a total of 1.20 Cr. approx Induction Kits might be required over the next 2 (Two) years which Provider (s) will supply to the Training Centres across India as and when required by NSDC. This estimate is approximate and may increase or decrease over the duration of the year. NSDC may, at its sole discretion, enter into a contract with one or more Providers.

4. NSDC's Requirements / Scope of Work

- The Provider shall supply PMKVY Induction Kits with packaging to Training Centres at the request of NSDC in accordance with the specifications laid out under **Appendix- II (Induction Kit Items Specification)** and **III (Delivery Packaging Specifications)** of this documents.
- The Provider will be responsible for the delivery to Training Centres as per NSDC's requirements and will do any such other further acts required to deliver the same to the satisfaction of NSDC.
- Once a Training Centre is on-boarded under the scheme and upon intimation by NSDC of the Training Centre's address, the Provider will be required to supply the Induction Kit with packaging to the Training Centre in 5 to 7 days.
- The above description of scope of work is indicative and not exhaustive.
- Changes/additions can be made by NSDC as and when necessary.

5. Terms of Payment

The payment terms and schedule are defined as follows:

SN.	Deliverables	Payment Terms
1.	Upon issuance of Work Order	20% of the kit price.
2.	Upon delivery of PMKVY Induction Kits to the satisfaction of NSDC	70% of the kit price for the actual number delivered to the satisfaction of NSDC. The payment made earlier will be adjusted as per the actual number delivered and accepted.
3.	Upon complete delivery of PMKVY Induction Kit to the satisfaction of NSDC	10% of the kit price on successful delivery of complete order to the satisfaction of NSDC

6. Ordering Procedure

- 6.1. The SUPPLIER shall supply PMKVY Induction Kits with packaging to Training Centre(s) (TC) as intimated by NSDC from time to time during the tenure of this Agreement.
- 6.2. NSDC shall issue a Purchase Order to the SUPPLIER as and when there is a requirement of PMKVY Induction Kits. The term "Agreement" in this Agreement wherever the context permits, shall also include Purchase Order.
- 6.3. The SUPPLIER shall deliver the PMKVY Inductions Kits in full compliance with the Technical and Delivery Packaging Specifications as laid out under Annexure II (Induction Kit Items Specification) and Annexure III (Delivery Packaging Specifications) of this Agreement.
- 6.4. The quantity of PMKVY Induction Kits to be supplied and the address of TC where delivery is required, shall be intimated by NSDC.
- 6.5. The SUPPLIER shall dispatch PMKVY Induction Kits within 7 working days of receipt of request from Training Provider(s)(TP)/TC for delivery of required quantity of PMKVY Induction kits at TC address. Before dispatching the kits, the Supplier shall verify the request received from TP/TC with the PO and other information received from NSDC. In case of any discrepancy, the Supplier shall immediately contact NSDC for the necessary instructions. The Supplier shall inform TP/TC regarding dispatch of kits along with dispatch details.
- 6.6. NSDC reserves the right to cancel all or part of the undelivered portion of the PMKVY Induction Kits without any liability on NSDC, if the supplier fails for any reason to make deliveries as per the terms and condition of this Agreement.
- 6.7. The safe delivery of the PMKVY Induction Kits at the address of TC within 15 days of receipt of request from TP/TC shall be the responsibility of SUPPLIER. Timeline exception may be given by NSDC in its sole discretion, on case-to-case basis, for areas considered as difficult and / or reason beyond the control of SUPPLIER.
- 6.8. SUPPLIER shall be responsible for taking all required insurances including but not limited to transit insurance, fire insurance, burglary insurance, workmen compensation insurance, vehicle insurance, goods insurance, third party liability insurance etc.

7. Price And Payment Terms:

- 7.1. The unit rate of PMKVY Induction Kit is provided in Annexure. This rate excludes (as mentioned in Annexure) all applicable taxes (unless specified otherwise) and incidental expenses e.g. insurance, delivery charges, octroi, loading and unloading charges etc.

- 7.2. Subject to the terms hereof, the SUPPLIER shall be deemed to have satisfied himself as to the correctness and sufficiency of the rates as mentioned in Annexure, which shall, except as otherwise provided for in this Agreement, cover all its obligations under this Agreement.
- 7.3. The SUPPLIER acknowledges and agrees that NSDC shall not be liable to pay any amount over and above the rates as stated in Annexure and as per the other terms of this Agreement.
- 7.4. The payment shall be made by NSDC within one month from the date of receipt of a valid and correct invoice raised on the basis of the rate mentioned in the Payment Milestones as set out in Annexure. The SUPPLIER shall send an invoice to NSDC for payment in accordance with the Payment Milestones provided in Annexure. Such invoice shall be accompanied by all relevant supporting documents substantiating/ demonstrating delivery as per the terms of this Agreement.
- 7.5. Unless specified otherwise, the SUPPLIER shall be entirely responsible for all applicable taxes, duties, license fees, etc.
- 7.6. All payments shall be made in Indian Rupees (INR) which shall also be the invoicing and accounting currency.
- 7.7. No payment made by the NSDC herein shall be deemed to constitute acceptance by NSDC of the delivery or any part(s) thereof. All invoice payments shall be subject to certification by NSDC's authorized representative. In the event that NSDC disputes any invoice raised by the SUPPLIER, NSDC shall pay the undisputed portion thereof as per the terms of this Agreement and shall notify to the SUPPLIER of the dispute / reasons for non-payment for the disputed portion of the invoice. Any disputed invoice shall only be paid after resolution of the dispute relating to such invoice in accordance with the procedure set out in Clause 24 and Clause 25.
- 7.8. NSDC will have the right to audit books & records of SUPPLIER, and also visit & inspect the premises of SUPPLIER for the purpose of verifying: (a) the proper performance by SUPPLIER of its obligations under this Agreement; and (b) the amounts and costs payable by or to be paid by NSDC. NSDC may, on reasonable notice, conduct an audit of books and records of SUPPLIER by authorized representatives of its own, or by any public accounting firm selected by NSDC, during normal business hours at any reasonable time or times during the term of this Agreement and within a period of seven (7) years thereafter.

8. Packaging:

- 8.1. The SUPPLIER shall fully comply with Delivery Packaging Specifications as provided in Annexure of this Agreement.
- 8.2. In addition, the SUPPLIER shall also adhere to the requirements of law, if any with respect to packaging, and NSDC in no event be liable for contravention of the same by the SUPPLIER.

9. Quantity:

- 9.1. If the quantity as received by TC / NSDC is less than as required in Purchase Order, TC / NSDC may, at its option, either accept the delivery or return at the expense of SUPPLIER.
- 9.2. TC / NSDC shall not be liable for acceptance, to take custody of PMKVY Induction Kits delivered to it without any Purchaser Order.
- 9.3. The delivery shall be accepted strictly at the place specified in the Purchase Order and within time schedule mentioned in the Agreement.

10. Compensation:

- 10.1.** In case of non-delivery or delayed delivery, NSDC reserves the right to ask the SUPPLIER to compensate as decided by NSDC and the SUPPLIER shall pay the claimed amount within 15 days of receiving the claim.
- 10.2.** NSDC reserves the right to seek performance report from TC who receives the PMKVY Induction Kits from the SUPPLIER. In case the performance report is not satisfactory and/or a complaint by TC in respect to quality/delivery of PMKVY Induction Kit Items received upon investigation is found genuine, this Agreement may be terminated forthwith by NSDC without any obligation for further payments to the SUPPLIER, and a penalty may be imposed on SUPPLIER as decided by NSDC.

11. Treatment Of Rejected Kits:

- 11.1.** If PMKVY Induction Kits supplied by the SUPPLIER to TC / NSDC do not meet the various specifications as mentioned in this Agreement and Annexures, all such PMKVY Induction Kits will be treated as rejected PMKVY Induction Kits.
- 11.2.** The rejected PMKVY Induction Kits shall be lifted from TC / NSDC premises within (7) seven days from the date of intimation failing which, the same may be returned back by TC / NSDC at SUPPLIER'S own risk and cost.
- 11.3.** As long as rejected PMKVY Induction Kits are at TC / NSDC premises, it shall be entirely at the SUPPLIER's risk after intimation to the SUPPLIER and TC / NSDC will have no responsibility of such kits if they are lost or damaged in due course of time.
- 11.4.** Reuse of rejected kits or selling it through any other agency is prohibited.

12. Secrecy:

- 12.1.** All Drawings, Specifications, Tools, Samples and any other relevant data / material provided by TC / NSDC to the SUPPLIER shall be exclusive property of TC / NSDC and the secrecy of the same shall be maintained by the SUPPLIER, in case NSDC wants it back the SUPPLIER shall return it back to NSDC on demand.
- 12.2.** All PMKVY Induction Kits being manufactured by the SUPPLIER for which Drawings, Specifications, Tools, Samples and any other relevant data / material was provided by NSDC shall not be sold or divulged by the SUPPLIER to any third party unless and otherwise permission is granted in writing by NSDC. In case NSDC observes any such lapse on part of the SUPPLIER, the SUPPLIER shall be liable to pay compensation for the same as may be quantified by NSDC.

13. Supplier's Responsibilities:

- 13.1.** The SUPPLIER shall execute and complete all its obligations with due care and diligence, and in such manner as may be required and specified under this Agreement.
- 13.2.** The SUPPLIER confirms that it has entered into this Agreement on the basis of a proper examination of the data and information provided by NSDC. The SUPPLIER acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing its obligations under this Agreement.
- 13.3.** The SUPPLIER shall acquire in its name all applicable approvals, registrations, licences etc. required for the performance of its obligations under this Agreement and comply with terms and conditions thereof while execution of its obligations.
- 13.4.** The SUPPLIER unequivocally undertakes to comply with all applicable laws in force. The SUPPLIER shall indemnify and hold harmless NSDC from and against any and all liabilities, damages, claims, fines, penalties, expenses etc. of whatever nature arising or

resulting from the violation of such applicable laws by the SUPPLIER or its personnel, including the sub-contractor(s) and their personnel.

13.5. The SUPPLIER shall:

- a. diligently carry out its obligations in an ethical manner and in good faith;
- b. comply with the NSDC's requirements under this Agreement;
- c. not do anything during its dealings with any third party in relation to this Agreement, which may adversely affect or injure the goodwill of NSDC and/or bring NSDC disrepute;
- d. not make any untrue or misleading statement in relation to NSDC at any time in terms of this Agreement;
- e. Adhere to specific delivery timelines of NSDC and ensure that its performance meet the specifications/ requirements as specified in this Agreement.

13.6. The SUPPLIER agrees that SUPPLIER shall be solely liable to NSDC for any loss that NSDC may suffer as a result of any act or omission, breach of this Agreement, theft, fraud, breach of confidentiality or other criminal act of the SUPPLIER or any of its employees, workers, sub-contractor(s) or personnel whatsoever. Further, SUPPLIER shall be responsible for all compliances related to its employees, sub-contractor(s) and their employees.

13.7. The SUPPLIER shall provide for and pay the compensation of its personnel, including sub-contractors, and shall pay all taxes, contributions and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. NSDC will not be responsible for providing any compensation, insurance, medical, disability or any other benefits to SUPPLIER's personnel or subcontractors.

13.8. The SUPPLIER shall execute all such separate mutually agreed agreements such as the confidentiality and non-disclosure contract etc. which may be required by NSDC.

13.9. Without limiting any other rights which NSDC may have under this Agreement and under law, the SUPPLIER shall indemnify, defend, hold harmless and keep indemnified NSDC, its affiliates, associates, partners, directors, employees, officers etc. from and against any claim or loss including without limitation, third party claims, fines, penalties, fees, damage, costs (including legal fees and expenses), liability (whether criminal or civil) suffered and/or incurred by NSDC, its affiliates, associates, partners, directors, employees, officers etc. arising from or in connection with the performance of obligations by the SUPPLIER under this Agreement or due to any breach of the terms and condition of this Agreement including any covenants, obligations and representations and warranties of the SUPPLIER, or with any applicable laws and regulations governing the performance of the obligations by the SUPPLIER under this Agreement or quality of the product of PMKVY Induction Kits. The provisions of this Clause shall survive the termination or expiry of this Agreement.

13.10. Supplier will share Report to NSDC (Weekly, Monthly, Quarterly, Yearly or whenever required), statistical analysis of geography-wise, calendar-period-wise, Training-Center-wise and Training-partner-wise induction kits dispatch data along with request received date, date of dispatch, delivery date and courier details.

14. Assignment And Transfer:

14.1. The SUPPLIER shall not, without the express prior written consent of NSDC, assign to any third party, the Agreement or any part thereof, or any right, benefit, obligation or interest thereinor thereunder.

14.2. NSDC shall be entitled to assign the Agreement or any part thereof, or any right, benefit or interest therein or there under, to any third party without the prior written consent of the SUPPLIER. Upon such assignment, the SUPPLIER shall fulfill and perform all its obligations to such assignee, in accordance with the terms and conditions of this Agreement, as if such assignee were NSDC herein and shall execute all documents required in this behalf by NSDC.

15. Publicity:

The SUPPLIER shall not, during or after the expiry / termination of this Agreement, print or distribute cards, flyers, brochures and any printed, promotional or publicity material items (including in any proposal or representation made to its customer or prospective customer) publicly or privately bearing the name or logo of NSDC or any of its associate entities (including any Ministry of India) or any scheme implemented by NSDC without the prior written consent of NSDC.

16. Compliance With Applicable Laws:

The SUPPLIER shall at all times during its performance of the obligations under this Agreement comply with all the applicable laws and shall be solely liable for any non-compliance with such applicable laws and shall at all times indemnify and hold NSDC, its employees, directors harmless and indemnified against any liabilities arising out of any non-compliance of the applicable laws by the SUPPLIER.

17. Supplier's Representation and Warranties:

The SUPPLIER represents and warrants that:

- 17.1.** It has been incorporated as a company registered under the laws of India, is validly existing under those laws and has the power and authority to carry on its business in India, and perform its obligations under this Agreement;
- 17.2.** It has the power to enter into this Agreement and comply with its obligations under the Agreement;
- 17.3.** It has full capacity and all approvals, necessary permissions, consents and licenses to enter into and to perform its obligations under this Agreement;
- 17.4.** The execution of this Agreement by the SUPPLIER does not contravene the provisions of any applicable law or regulation or agreement or document to which it may be or may have been a party;
- 17.5.** The SUPPLIER shall not, in performance of its obligations under this Agreement utilise any development, innovation, improvement or trade secret in which it does not have a proprietary interest, or other necessary rights for such utilisation.
- 17.6.** Upon execution of this Agreement by the SUPPLIER, this Agreement shall be legally binding on the SUPPLIER and shall be legally enforceable against it.
- 17.7.** The SUPPLIER or any of its directors, partners, officers etc. involved in the performance of its obligations under this Agreement, have not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/ legal investigation for such offences.
- 17.8.** This Agreement is being executed by a duly authorized representative of the SUPPLIER.
- 17.9.** The SUPPLIER shall comply with all applicable laws and regulations governing performance of its obligations under this Agreement and shall maintain and keep up-to-date any registration with regulatory bodies and authorities required to perform its obligations under this Agreement and provide proof of such approvals and registrations to NSDC as and

when required by NSDC.

17.10. The SUPPLIER warrants that PMKVY Induction Kits supplied by the SUPPLIER will in all respect conform to NSDC requirement. The SUPPLIER agrees to immediately replace PMKVY Induction Kits not in compliance with this warranty brought to its attention by NSDC.

18. Prohibition of Sale to Third Party:

The SUPPLIER shall not sell or transfer to any third party, nor make use of, PMKVY Induction Kits for any other purpose or reason, unless and otherwise approved by NSDC in writing.

19. Reports And Inspection:

19.1. NSDC representatives are entitled to inspect, examine, and test at the SUPPLIER's works, regarding material used by the SUPPLIER or for any other reason.

19.2. Any change in Organization, Management, Board members at the SUPPLIER's end shall be informed to NSDC well in time.

20. Relationship:

20.1. Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The SUPPLIER shall always remain an independent SUPPLIER during the term of this Agreement and shall always solely remain liable to NSDC or any third party for all its acts and omissions to act during the course of its obligations under this Agreement. The SUPPLIER is an independent SUPPLIER and nothing in this Agreement should be construed as constituting an employment relationship between the SUPPLIER and NSDC. The SUPPLIER unequivocally, unambiguously, irrevocably and explicitly acknowledges that this Agreement is not subject to any employment law(s) or related statute(s). This Clause shall survive the termination or expiry of this Agreement.

20.2. Since the SUPPLIER is an independent SUPPLIER and not an employee of NSDC, no benefits as applicable to the employees of NSDC under the policies of NSDC or applicable labour laws or applicable shops and establishment act or any other applicable employment related law(s) shall be available to the SUPPLIER or to its employees, and the SUPPLIER hereby agrees and undertakes not to claim such employment benefits from NSDC. Owing to the nature of the engagement, the SUPPLIER unequivocally and unambiguously agrees, acknowledges and undertakes that it shall have no claim for employment related benefits against NSDC for vacation, vacation pay, sick leave, retirement benefits, workmen's compensation, health and disability benefits or employee benefits of any kind.

21. Intellectual Property:

21.1. The SUPPLIER agrees not to use or misuse or register as the owner, licensee, or cause to be registered, nor assist any other person or entity in misusing or in registering as the owner or causing to be registered, in any part of the world, any trademark, trade name, service mark, copyrights, insignias, symbols, know-how, trade dress, slogans and logos, photographs and images currently used and to be used in the future (including emblems, services and rights in the distinctive design and signs, or combinations thereof) and all similar proprietary rights belonging to NSDC or associated with NSDC's work / services ("**Intellectual Property**").

21.2. The SUPPLIER agrees that it does not have, nor in future claim to have any rights or interests of any nature whatsoever in such Intellectual property of NSDC.

21.3. This Clause shall survive the termination or expiry of this Agreement.

22. Term and Termination:

- 22.1.** The term of this Agreement shall commence on _____ and expire on _____ (2) **Two Years** with contract review points every 3 months (Three) months unless terminated earlier in accordance with the terms of this Agreement. **This Agreement may be extended as may be required by NSDC on such terms as may be mutually agreed between the parties.**
- 22.2.** In case the SUPPLIER fails to perform its obligations under this Agreement, then NSDC shall have the right to terminate this Agreement forthwith without having any obligation to make any further payments to the SUPPLIER under this Agreement.
- 22.3.** NSDC shall also have the right to terminate this Agreement forthwith any time during the term of this Agreement, if NSDC, in its sole discretion, is of the view that the SUPPLIER has underperformed under this Agreement or has committed a breach of any of the terms and conditions, the covenants, representations and warranties or obligations stipulated in this Agreement, without having any obligation of NSDC to make any further payments to the SUPPLIER under this Agreement.
- 22.4.** NSDC shall have the right to terminate this Agreement without assigning any reason by giving 30 days' prior written notice to the SUPPLIER without any obligation of NSDC to make any further payments to the SUPPLIER under this Agreement.
- 22.5.** Upon termination under this Clause 20, NSDC shall pay SUPPLIER for PMKVY Induction Kits supplied validly and in accordance with the terms of this Agreement, in accordance with Clause 3.
- 22.6.** Upon termination or expiry of this Agreement, all Intellectual Property, Confidential Information, equipment, supplies and reference materials belonging to NSDC including the office files, paper work, procedure manuals, correspondence, literature, records prepared in the course of the present Agreement or containing Intellectual Property of NSDC or any confidential information either in written or digital form belonging to NSDC or relating to its business, means and modes for access or usage of NSDC's website and financial information provided by NSDC to the SUPPLIER shall be immediately returned by the SUPPLIER to NSDC.
- 22.7.** All provisions of this Agreement which either expressly or are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration or termination.

23. Compliance With Anti-Corruption Laws:

- 23.1.** The SUPPLIER 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.
- 23.2.** The SUPPLIER irrevocably, unequivocally and explicitly undertakes, assures and agrees to:
- (i) observe the highest standards of ethics and undertakes to take all measures necessary to prevent "corrupt practices" at all times during the discharge of its obligations under this Agreement; "corrupt practices" shall mean and include, but not be limited to,

offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the performance of obligations, 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.

23.3. It is explicitly agreed, acknowledged and undertaken by the SUPPLIER that it is an independent SUPPLIER fully and solely responsible for its own actions and is not, and shall not hold itself out as, an employee, agent, partner or joint venture party of or with, or attorney of NSDC. The SUPPLIER 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 SUPPLIER due to a breach of this clause 21.3 by the SUPPLIER.

23.4. The SUPPLIER undertakes and agrees, at all times, to comply with all legal, fiscal and commercial obligations, which are required of the SUPPLIER in its capacity as an independent SUPPLIER.

23.5. The SUPPLIER 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 SUPPLIER's breach of the anti-corruption laws under clause 21 hereof.

23.6. The SUPPLIER explicitly and irrevocably agrees that NSDC shall have the absolute right to immediately terminate this Agreement without incurring any liability, on SUPPLIER's breach of any provision of this clause 21.

24. Legal Expenses:

24.1. In the event that any transaction in which the SUPPLIER is involved, and which results in dispute, litigation or legal expense involving NSDC, the SUPPLIER shall co-operate fully with NSDC.

24.2. It is NSDC's policy to avoid litigation wherever possible and NSDC reserves the right to determine whether or not any litigation actions should be taken, defended, compromised or settled and the terms and conditions of any compromise or settlement.

25. Settlement Of Disputes:

25.1. In case of any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, an attempt shall be made by the Parties to resolve it amicably by mutual discussion failing which the provisions of clause 25.2 shall apply;

25.2. During the pendency of any dispute resolution exercise whether by negotiations or otherwise, the Parties shall be bound by the terms of this Agreement and shall continue to perform their respective obligations not under dispute under this Agreement.

26. Governing Law and Jurisdiction:

26.1. This agreement shall be governed by and construed in accordance with the laws of India.

26.2. Any difference or dispute arising out of this agreement shall be subject to Jurisdiction of Delhi Courts only.

27. Entire Agreement:

27.1. This Agreement constitutes the entire agreement between NSDC and the SUPPLIER, and revokes and supersedes all previous agreements between NSDC and the SUPPLIER, if any, concerning the matters covered herein whether written, oral or implied.

28. Waiver:

The failure of NSDC to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights of NSDC hereto. The SUPPLIER acknowledges that a waiver of any term or provision hereof by NSDC may only be given by a written instrument executed by NSDC in this regard.

29. SEVERABILITY:

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, NSDC and the SUPPLIER shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

30. AMENDMENT:

The terms and condition of this Agreement shall not be changed or modified except by written amendment mutually agreed between NSDC and the SUPPLIER.

Appendix-II

TECHNICAL SPECIFICATION OF INDUCTION KIT ITEMS (SN-1)

Item Name: Backpack/Sling Bag			
Quantity Per Kit:	1	Back Sling:	Material: Nylon Length: 190 inches
Material:	1000 Denier Fabric	Printing Type:	Sublimation Printing
Inlets:	4 Inlets	Size of Kit:	457.2mm x 330.2mm
Colour:	As per Proto-Type		



Item Name: Identification Card Holder & Lanyard			
Quantity Per Kit:	1	Material of Lanyard:	Material: Polyester Tape Length: 16mm
Colour of Holder	Milky White	Printing Type on Lanyard:	Sublimation Printing on whole tape
Material Type of Holder:	Material: PVC Size: 54mm x 86mm	Colour of Lanyard:	As per Proto-Type
Fittings:	Snap Hook & Ribbet Material: Nickel		

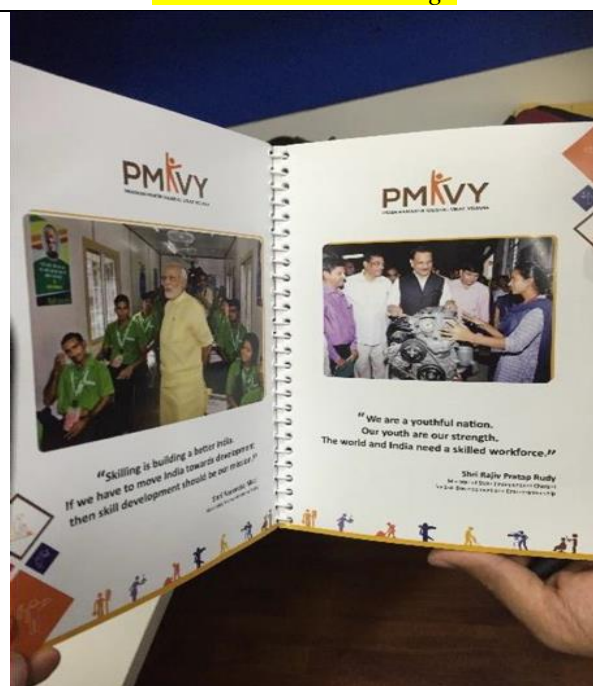
	
ID Card Holder	Lanyard

Item Name: Spiral Diary	
Quantity Per Kit:	1
Size of Diary	A5, 5.5 x 8.5 inches
Front & Back Cover	2 Leaf; 300 GSM. Both sides colour printing with Matt Lamination
Colour Separators	6 Leaf; 200 GSM; Imported Art Card. Both Side Colour Printing with Matt Lamination
Plain Inserts	80 Leaf; 70 GSM; Matt Imported Art Paper, Black and White Print
White Spiral Binding	12 mm

Front Cover



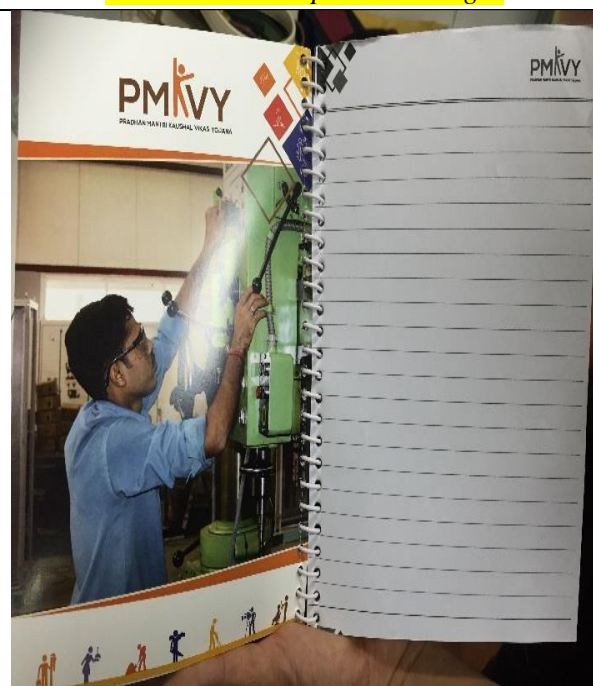
Behind Front Cover Page



Back Cover



Inside: Colour Separator & Pages



Item Name: T-Shirt Male	
Quantity Per Kit:	1
Material:	White Polo T-shirt Half Sleeves & Flat Collar
Material Type:	Spun Polyester Zero Shrinkage
Material Thickness:	220 GSM or above
Buttons Size:	Standard Size
Printing:	Sublimation Printing No Fading
Colour of Collar, Buttons and Stitching	As per Proto-Type

Mens T-Shirt Size Chart

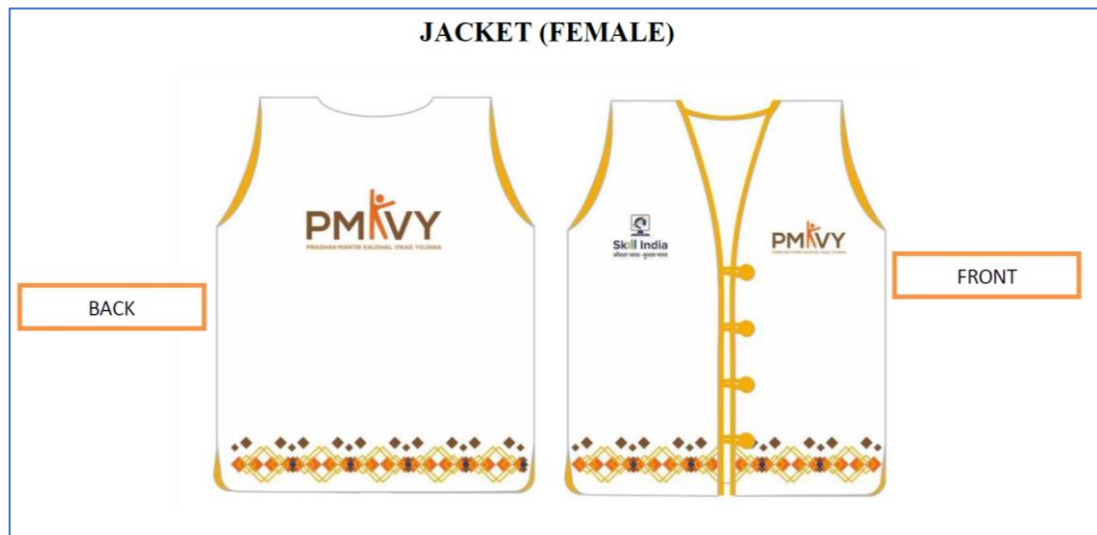
SIZE (Inches)	S	M	L	XL
Chest	38	40	42	44
Neck Circumference	15	15.5	16	16.5



Item Name: Jacket Female	
Quantity Per Kit:	1
Material:	Jacket, Sleeveless
Material Type:	Spun Polyester Zero Shrinkage
Material Thickness:	220 GSM or above
Buttons Size:	Standard Size, 4 Buttons with Loops in House Colour
Printing:	Sublimation Printing No Fading
Bidding:	Colour: As per Proto- Type Cloth Type: Spun Ployester

Female Jacket Size Chart

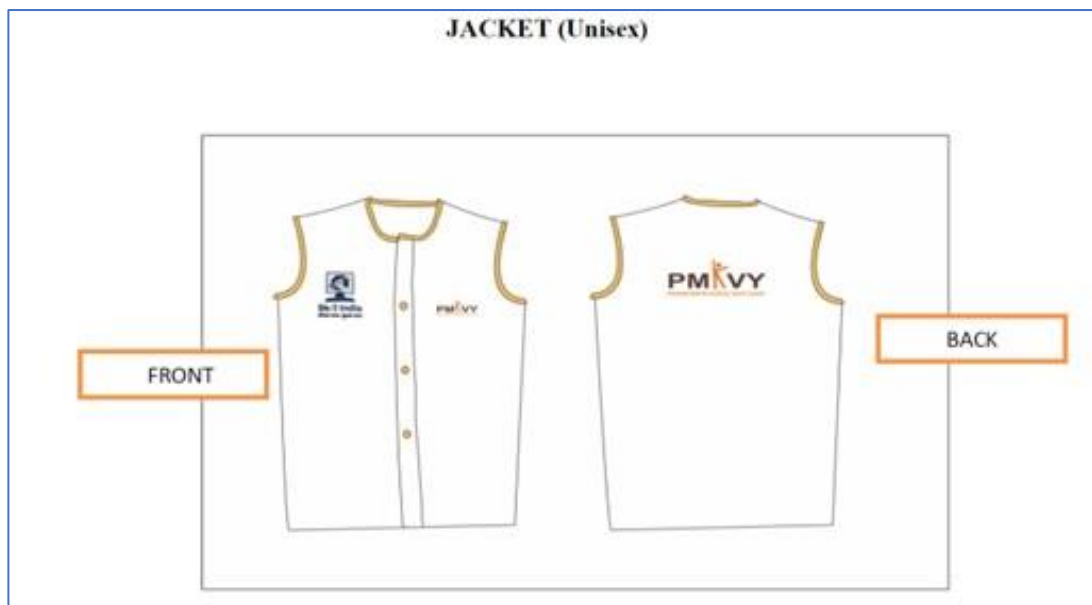
SIZE (Inches)	S	M	L	XL
Chest	38	40	42	44
Neck Circumference	15	15.5	16	16.5



Item Name: Jacket Female	
Quantity Per Kit:	1
Material:	Jacket, Sleeveless (Male and Female)
Material Type:	Spun Polyester Zero Shrinkage
Material Thickness:	220 GSM or above
Buttons Size:	Standard Size, 3 Buttons with Loops in House Colour
Printing:	Sublimation Printing No Fading
Bidding:	Colour: As per Proto- Type Cloth Type: Spun Ployester

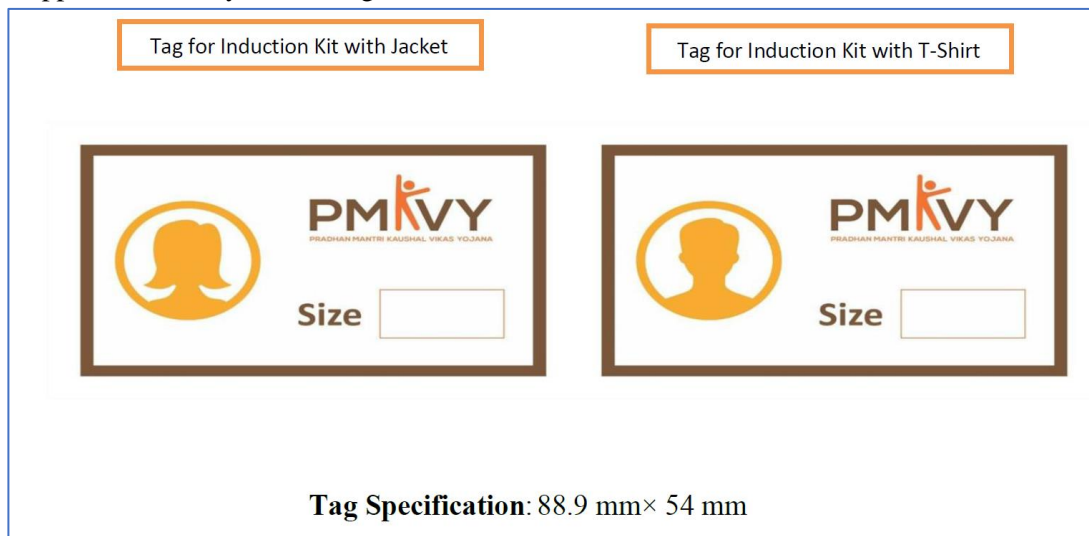
Unisex Jacket Size Chart

SIZE (Inches)	Free Size
Length	28
Chest	42
Shoulder	18
Armhole	8.5
Back Neck	7
Front Neck Drop	4.5



Delivery Packaging Specifications

1. Induction Kits to be individually placed in sealable clear packaging bags.
2. Sealed Induction Kits are to be individually labelled using the male/female/Unisex tags below (size of t- shirt/jacket to be specified on label)
3. Several Induction Kits to be placed in corrugated fiber board box. Boxes to be sealed and shrink wrapped for delivery to Training Centre



**AGREEMENT
BETWEEN
NATIONAL SKILL DEVELOPMENT CORPORATION
AND**

[<Write name of selected Service Provider>]

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 permitted assigns).
NSDC and Service Provider shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

- (A) NSDC is a non-profit company incorporated under the Companies Act, 1956 (“**Act**”) and has the license under section 25 of the said Act (corresponding to section 8 of the Companies Act 2013) and established as a public private partnership with the object of developing unskilled and semi-skilled labour force into productive and skilled labour and to establish, manage, run and support institutes and polytechnics for achieving this objective (“**Business**”).
- (B) NSDC has through a request for proposal dated 13th September 2021, (“**RFP**”) to be read along with corrigendum issued with the RFP, if any, has called for proposals/bids to provide services as enumerated in Schedule I (“**Services**”) to this Agreement.
- (C) The Services Provider submitted a bid response dated DD-MM-YYYY (“**Bid Response**”) pursuant to the RFP where the Services Provider has represented to NSDC that it is an experienced, and fully qualified and capable of providing the Services.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

1. Definition and Interpretation

- 1.1. In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires.
 - a) “**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 whether in relation to the Services or otherwise, 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.

2. Appointment of Service Provider

- 2.1. Subject to the terms of this Agreement, NSDC appoints the Service Provider to provide the Services as enumerated in Schedule -I.
- 2.2. 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.
- 2.3. 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

3. Consideration and Payment Terms

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. All payments shall be made in INR.
- 3.5. 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.
- 3.6. 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.

4. Term

Notwithstanding the date hereof, this Agreement shall commence on the [] (“Effective Date”) and shall be valid for a period of three (3) years and shall come to an end on []. The term can be extended or reduced depending upon performance of the service provider and requirement of NSDC.

5. Termination

- 5.1. 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.
- 5.2. NSDC may terminate this Agreement, without assigning any reason by giving written notice of 30 (thirty) days.
- 5.3. NSDC may terminate this Agreement immediately if NSDC determines that the Service Provider and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in Corrupt or Fraudulent practices in executing this Agreement. The terms “corrupt” and “fraudulent” are defined in Schedule III to this Agreement.
- 5.4. Either Party’s right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.

6. Consequences of Termination

- 6.1. Upon termination of this Agreement, any rights or authority granted by NSDC to the Service Provider under this Agreement shall terminate with immediate effect.
- 6.2. 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.
- 6.3. 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.
- 6.4. The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.

7. Representation and Warranties

- 7.1. 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.
- 7.2. 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 Bid Response are 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.

8. Performance Guarantee:

Within 21 days from date of signing of the Framework Agreement award, the Firm shall furnish to the Purchaser the performance security (5% of contract value) 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 end of contract.

9. Personnel

- 9.1. The Service Provider shall deploy personnel for providing the Service only after they have been screened, to ensure that they meet the minimum quality standards. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each consultants, key employees shall be described in Schedule IV. ("Key Employees").
- 9.2. The Service Provider shall immediately terminate and replace a Key Employee who has:
 - (a) breached any terms and conditions of this Agreement; or
 - (b) has committed a data breach or
 - (c) is in anyway not in compliance with Applicable Law.
- 9.3. NSDC shall have the right to interview any of the Key Employees engaged by the Service Provider to ensure they are duly qualified to provision the Services.

- 9.4. In the event that any of the Key Employees resign or cease to provide their services due to reasons beyond the control of the Service Provider, the Service Provider shall immediately replace such Key Employees, with equally competent resources, and ensure that a complete knowledge transfer, and all other processes required to maintain business continuity.
- 9.5. 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.

10. 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.

11. Intellectual Property Rights

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.

12. Indemnification

The Service Provider shall indemnify and hold NSDC 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.

13. Limitation of Liability

- 13.1. Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary or punitive damages, or damages for any loss of profits, revenue or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages.
- 13.2. The Service Provider or any of its 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.
- 13.3. The above limitations of liability and exclusions from liability set forth in this Clause 13 shall not apply (i) in cases of gross negligence or wilful misconduct; or (ii) to any liability arising out of fraudulent conduct.

14. Use of Confidential Information

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

14.2. 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 its 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;

14.3. The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

15. Force Majeure

15.1. 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.

15.2. 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.

16. Governing Law, Dispute Resolution and Jurisdiction

16.1. Governing Law and Dispute Resolution: **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.

16.2. **Jurisdiction:** The Parties hereby agree that subject to the provisions of clause 16, 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

- 17.1. **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.
- 17.2. **Assignment:** This Agreement and the rights and obligations herein may not be assigned by the Service Provider without the written consent of NSDC.
- 17.3. **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.
- 17.4. **Delays or Omissions:** No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.
- 17.5. **No Partnership:** Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership or a joint venture or employer-employee 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.
- 17.6. **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:

[]

- 17.7. **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.
- 17.8. **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.
- 17.9. **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.

For National Skill Development Corporation	For <Name of Service Provider>[]
Sign:_____	Sign:_____
Name:_____	Name:_____
Title:_____	Title:_____

SCHEDULE I
SERVICES

SCHEDULE -II
Payment Terms

Schedule -III
Fraudulent or Corrupt Practices

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

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

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