

Standard Procurement Document

Request For Proposal (RFP)

For Empanelment of Agencies for Supplying of Pradhan Mantri Kaushal Vikas Yojana (PMKVY 4.0)

Induction Kits



BID NO: GEM/2023/B/3854247

Department- Government Programs

Important Dates:

Date of Commencement of RFP	22nd August 2023
Pre-Bid Meeting. Virtual via MS Teams. (Click Here)	31st August 2023; 11:00 hrs
Last Date and Time of Submission of Bid	12th September 2023; 18:00 hrs
Submission of Proposals	Government e-Marketplace (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, iscontrolled by, or is under common control with the Bidder;
- 1.2. **“Applicable Laws”** means any statute or the laws, regulation, rule, notification, rule of common law, judgment, order, decree, bye-law, clearance from any government authority and any other instruments having the force of law in India;
- 1.3. **“Agreement” or “Contract”** means the legally binding written Agreement signed between the Client and the Service Provider;
- 1.4. **“Client” or “NSDC”** means National Skill Development Corporation;
- 1.5. **“Bid”** (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services, or execution of works made in accordance with the terms and conditions set out in this RFP;
- 1.6. **“Bidder”** means a legally established entity, firm, company, or any proprietors that may be submitting the Proposal in response to the RFP to the Client;
- 1.7. **“Contractor or “Service Provider” or “Supplier”** means the successful/selected Bidder to whom the NSDC places the purchase order for the supply of the PMKVY 4.0 Kits;
- 1.8. **“Day”** means a calendar day;
- 1.9. **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-Bidder, or Joint Venture member(s).
- 1.10. **“Government”** means the government of India;
- 1.11. **“GeM”** means the Government e-Marketplace portal;
- 1.12. **“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;
- 1.13. **“Joint Venture (JV) or Consortium”** 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 toconduct all business for and on behalf of any and all the members of the JV, and where the members of the JV or Consortium are jointly and severally liable to the Client for the performance of the Contract.
- 1.14. **“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;
- 1.15. **“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 curriculum vitae is not evaluated individually;
- 1.16. **“Proposal”** means the Technical Proposal and the Financial Proposal submitted by the Bidder as per the formats prescribed in the RFP;
- 1.17. **“Request for Proposal” or “RFP”** means the Request for Proposals to be prepared by the Client for the selection ofBidders, based on the SPD – RFP;
- 1.18. **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as

- 1.19. **“Services”** means the means services allied and incidental to the supply of PMKVY 4.0 Kits, by the Contractor pursuant to the Contract;
- 1.20. **“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;
- 1.21. **“Performance Security”** means a monetary or financial guarantee to be furnished by the Contractor for due performance of the contract placed on it.
- 1.22. **“Terms of Reference (TORs)”** means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

2. INTRODUCTION

- 2.1. This RFP is floated to invite the offers/Bids from the interested vendors for **supplying PMKVY 4.0 Induction Kits** with packaging to the training centers in accordance with this RFP.
- 2.2. The Bidders are invited to submit a Proposal against this RFP. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder(s).
- 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 the 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 in 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, rule, 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 to change, modify, reject, add to, or alter any or all the provisions of the RFP document and/or the bidding process, without assigning any reasons whatsoever.
- 2.7. 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 hold the NSDC’s interests paramount and strictly avoid conflict of interest with the Client in respect of other assignments or its own corporate interests and act without any consideration for future work.
- 3.2. The Bidder has an obligation to avoid actual or potential conflict

that impacts its capacity to serve the best interests of its client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by NSDC.

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

- 3.3.1. Conflicting assignments or 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; and
- 3.3.2. Conflicting 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:

S.No.	Eligibility Criteria	Documents/ Copies to be submitted
1)	The Bidder shall be a Company, Partnership firm, or Proprietorship and must be a Registered legal entity in India, in existence from last at least 5 years from the date of publishing of the RFP.	<ul style="list-style-type: none"> • Certificate of Incorporation • Registration for GST • PAN
2)	The Bidder should have supplied similar kits or similar items at least in one state of India.	Enclosed the documentary proof, such as supply order, agreement, or purchaser's letter/purchase order.
3)	The Bidder or any Consortium formed shall have an average annual turnover of at least INR 15 Crores in the last 04 financial years. (2019-20, 2020-21, 2021-22 and 2022-23) out of which a cumulative turnover of at least Rs. 2 Crores must be from the supply of Kits*.	<p>Enclosed the CA Certificates with UDIN.</p> <p>Please provide provisional certificate for cases where audited turnover for FY 2022-23 is not available. Provisional certificate will be accepted only for FY 2022-23.</p>
4)	The Bidder shall have experience in supplying at least 1,00,000 kits* in a single contract in India during the last 4 years ending 31st March 2023.	Enclosed the documentary proof, such as supply order, agreement, or purchaser's letter/purchase order.

S.No.	Eligibility Criteria	Documents/ Copies to be submitted
5)	Bidder and its affiliates should never have 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	Should submit an undertaking on its letterhead duly signed by the authorized representative.
6)	Undertaking- Autonomous Bodies of Government/ Reputed Corporates for breach of Applicable Laws or violation of regulatory provisions or breach of agreement	Should submit an undertaking on its letterhead duly signed by the authorized representative.
7)	Mandatory requirements: All requirements mentioned in the Terms of Reference and Scope of Work must be mandatory and complied with. If Bidder is not able to provide services according to TOR and SOW, they will be disqualified	Should submit an undertaking on its letterhead duly signed by the authorized representative.

***Kits for the purpose of this tender would include the following item/items: T-shirts, shirts, caps, bags or any other similar items only.**

Note: Please submit required certificates/documents in support of the above against each of the eligibility criteria for consideration in the Tender.

6. DURATION OF ASSIGNMENT

The total duration of the assignment will be of 3 (three) years from the date of signing of the Contract by the NSDC and the Contractor. However, the quality of Service provided by the Contractor and the performance of the Contractor shall be reviewed continuously and in case the performance is found unsatisfactory, the Contractor's contract can be terminated at NSDC's discretion. If the performance is found satisfactory then the Contract may be extended for a further duration based on mutual consent of the parties. In case there is a requirement for more Bidders for any reason, NSDC may procure similar Services from more Bidders for similar purposes.

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 the 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

The 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.

13. EXTENSION OF VALIDITY PERIOD

- 13.1. The Client will make its best effort to complete the negotiations within the Proposal's validity period. However, if required by the Client the Proposals' validity will be automatically extended by 180 days more and the Bidder shall confirm such extension.
- 13.2. Extension of validity of the Proposals shall be made without any change in the original Proposal and with the confirmation of the availability of the staff.

14. PROPOSAL SECURITY: Not required.

15. SUB-CONTRACTING

The Bidder may subcontract some or the whole of the Services with the prior approval of NSDC. However, in the case of Joint Venture or Consortium formed the lead member should be held liable for the performance of the Services.

16. CLARIFICATION AND AMENDMENT OF RFP

- 16.1. 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 may upload responses (including an explanation of the query but without identifying its source) to all Bidders. If the Client deems it necessary to amend the RFP due to a clarification, it shall do so by following the procedure described below:
 - 16.1.1. 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;
 - 16.1.2. if the amendment is substantial, or there is technical issue in the 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; and
 - 16.1.3. the Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the submission deadline. All modifications to the Proposal shall

be accepted after the deadline.

17. TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL FORMAT AND CONTENT

- 17.1. The Technical Proposal shall be prepared using the format provided in Annexure 1 of the RFP.
- 17.2. 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.
- 17.3. The Technical Proposals and Financial Proposals shall be filled up and shared as separate proposals. Furthermore, the Bidder bears the responsibility for meeting any and all tax obligations stemming from the Contract. The pricing for the Bidder's Services should be denominated in INR only.

C. SUBMISSION, OPENING, AND EVALUATION

18. SUBMISSION OF PROPOSALS

- 18.1. 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 or board resolution attached to the Technical Proposal.
- 18.2. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

19. CONFIDENTIALITY

- 19.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical Proposal.
- 19.2. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the selection.
- 19.3. 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.
- 19.4. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of selection, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
- 19.5. This document is meant for the specific use by the Bidders interested to participate in the current Procurement. 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 the 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. Upon downloading the document, the interested party becomes subject to this Confidentiality Clause.

20. OPENING AND EVALUATION OF TECHNICAL PROPOSALS

- 20.1. The Client's evaluation committee shall conduct the opening of the Technical Proposals.
- 20.2. The Client's evaluation committee shall evaluate the Technical Proposals based on the criteria below:

S.No.	Criteria	Documents to attach	Max Marks
1)	The Bidder should have experience of supplying kits or similar items during last 4 financial years and the number of kits supplied during this period are: Equal to or more than 1 Lakh and less than 2 Lakh- 10 Marks Equal to or more than 2 Lakh and less than 3 Lakh- 15 Marks 3 Lakhs and above- 20 Marks	Work Orders/ Contract /Agreements letter of completion from Clients along with documentary proof (if any) <i>(Please provide information in Form Tech-2 given on page 12 of the RFP document.)</i>	20 Marks
2)	Cumulative Turnover for FY 2019-20, 2020-21, 2021-22 and 2022-23 from supply of kits*: Equal to and above Rs. 2 Crore- up to Rs. 5 Crore- 5 marks Above Rs. 5 Crore- 10 marks	Provide the Turnover Certificate duly certified by Chartered Accountant along with UDIN.	10 Marks
3)	The Bidder must have supplied kits in India. For kits supplied in 1-5 States and Union Territories (UTs)- 5 marks More than 5 states and UTs- 10 Marks	Affidavit/Undertaking on the letterhead of the firm from the authorised signatory along with name, address and contact details of clients.	10 Marks
4)	Approach, Methodology and Capability.	Technical Proposal and Presentation covering the following points: 1. Use of technology for complete process Automation towards Production. 2. Approach for management of supply chain including logistics and estimated delivery timelines. 3. Methodology for production and maintaining inventory. 4. Mechanism for handling queries	40 Marks
5)	Case Study: The Bidder is expected to provide a supply chain plan in the following situation: If the Bidder gets empanelled for the assignment and is expected to deliver 1 Lakh kits each to the following locations: a) Bilaspur; b) Chhattisgarh; c) Shillong; or d) Meghalaya. Note: The above fact situation is merely indic	An indicative supply chain plan needs to be submitted capturing end to end management and timelines. It should also include proposed methodology in case of contingencies at delivery locations.	20 Marks

S.No.	Criteria	Documents to attach	Max Marks
	solely for the purpose of bid evaluation. It may not be reflective of the actual requirements of the Client during the performance of the assignment.		
Grand Total			100 Marks

**Kits for the purpose of this Tender would include the following item/items:T-shirts, shirts, caps, bags, or any other similar items only.*

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

21. EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS AND FINALIZATION OF FRAMEWORK AGREEMENTS

21.1. Technical Evaluation

- The Bidder will be evaluated for their 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 one or more Bidders.
- The Bidder must pass the technical criteria with a minimum of 70 marks to be considered technically qualified.
- Upon passing the qualification criteria, the Successful Bidders may be called for a presentation, the date for such presentation will be announced after the preliminary evaluation.

21.2. Financial Evaluation

NSDC intends to empanel at least 50 agencies for supplying the PMKVY 4.0 Kits with packaging to the designated training Centre(s). Upon qualifying the technical evaluation, the financial evaluation of the successful Bidder shall be considered.

- The NSDC holds the exclusive authority to determine a reasonable price for the assignment based on the financials of the technically qualified Bidders. The price established by NSDC will be communicated to all technically qualified Bidders, who will then be invited to align their rates with the identified price.
- Technically qualified Bidders will be invited to a session explaining the method employed for determining the price and will be given a chance to raise their queries, if any.
- The NSDC reserves the right for further inclusion or exclusion subject to performance and business need on future dates.
- During the Contract execution, if the existing Supplier(s) with whom the 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 other empaneled Suppliers to enter into a Framework Agreement at the price agreed by them during the selection process.

NOTE: Depending upon the performance of the activity; NSDC reserves right to increase or decrease the price of the Framework Agreement.

22. E-AUCTION

NSDC may use the e-Auction process for financial opening for this Procurement. Only technically qualified Bidders will receive a single half-hour online training session by our empaneled e - Auction vendor. All qualified Bidders will have to submit their financial quotes as pre-bid in the E-Auction system and same will be verified by NSDC with the submitted financial quote of agencies. The E-Auction time slot will be informed to qualified Bidders at a later stage.

23. NEGOTIATIONS AND AWARD

- 23.1. The Bidder eligible shall execute the Contract with the NSDC for the award of assignment and will be requested to review the terms and conditions carefully.
- 23.2. In case the Bidder does not agree on the terms of the Contract next ranked successful Bidder will be approached for providing the Services.
- 23.3. The discussions will be concluded with a review of the Contract, which then shall be initialed by the Client and the Bidder's authorized representative.
- 23.4. Abnormally low or high Bids can be checked for accuracy and understanding with respective Bidder/s.
- 23.5. NSDC reserves the right to award assignment to one or more successful Bidder for any specific assignment and the number will depend on the requirement.

Annexure -1

**(Documents Comprising Technical Proposal)
Form TECH-1**

Technical Proposal Submission Form

{Location, Date}

To:

[Name and address of NSDC]

Dear Sir,

We, the undersigned, offer to provide the Services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal.

We are hereby submitting our Proposal and 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 Clause 3 of this ITB;
- (d) we hereby confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as outlined in 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 the Prevention of Corruption Act, 1988; and
- (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.	Name of the Authorized Representative and Designation	
4.	Mobile Number	
5.	Email ID	

II. Information as per eligibility criteria, clause 5 (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	<i>[Kindly Enclosed the Certificate of Incorporation or Certificate of Registration]</i>
2.	Annual Turnover FY 22-23 FY 21-22 FY 20-21 FY 19-20	

Form Tech 2- Bidder’s Experience

III. Information as per eligibility criteria (clause 4) and technical evaluation criteria (Clause 20 (1)) (Please use MS Excel to provide details of this table below)

S.No.	Year	Nameof Client	Name of Project	Stipulated Project Duration	Actual Project Duration	Project completion Value In INR	Brief of Services Provided	Email id and contactdetail of client’s representatives to provide feedback
1.								
2.								
3.								

Add more rows if required.

Financial Bid Formats (to be submitted on the GeM portal Only)

Form Fin-1
Price Quote For Supplying the PMKVY 4.0 Kits

i. For areas other than North-Eastern Region (NER)

SN	Inclusions in the kit	Price Quoted (Rs.)	GST rates applicable
1	T-shirt (Male)/Jacket (Female)		
2	Backpack/Sling Bag		
3	Packaging/Insurance/ Any other miscellaneous expenses		
4	Logistics for areas other than NER		
Total Price (Excluding Taxes)			

ii. For North-Eastern Region (NER)

SN	Inclusions in the kit	Price Quoted (Rs.)	GST rates applicable
1	T-shirt (Male)/Jacket (Female)		
2	Backpack/Sling Bag		
3	Packaging/Insurance/ Any other miscellaneous expenses		
4	Logistics for NER		
Total Price (Excluding Taxes)			

Price Quote For Supplying the PMKVY 4.0 Kits

iii. For areas other than North-Eastern Region (NER)

SN	Inclusions in the kit	Price Quoted (Rs.)	GST rates applicable
1	T-shirt (Male)/Jacket (Female)		
2	Packaging/Insurance/ Any other miscellaneous expenses		
3	Logistics for areas other than NER		
Total Price (Excluding Taxes)			

iv. For North-Eastern Region (NER)

SN	Inclusions in the kit	Price Quoted (Rs.)	GST rates applicable
1	T-shirt (Male)/Jacket (Female)		
2	Packaging/Insurance/ Any other miscellaneous expenses		
3	Logistics for NER		
Total Price (Excluding Taxes)			

Note: North-Eastern region would include eight states namely- Arunachal Pradesh, Assam, Manipur, Meghalaya, Tripura, Nagaland, Mizoram, and Sikkim.

Annexure -2

It is imperative to ensure that all actions toward the award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on the highest standard of ethics. Similarly, Bidders/suppliers/contractors/Bidders associated in the procurement of goods & consultancy, are expected to observe the highest standard of ethics during procurement and execution of Contracts. In pursuance to the 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, and 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 (*defined below*) were engaged by Contractor/Bidder and/or its employees, Sub-Contractors/sub-Bidders, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- c. a Contractor 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 Contractor 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 Client’s official(s) in the procurement process or in the Contract execution; and

‘**Fraudulent Practice**’ means any omission or misrepresentation of facts that may mislead or attempt to mislead the 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 4.0) 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 the private sector. NSDC has been implementing some of the flagship schemes like PMKVY and PMKK of the Government of India. NSDC intends to hire agencies (hereinafter referred to as “**Supplier**” or “**Service Provider**”) for supplying the PMKVY 4.0 Induction Kits (“**Kits**”) to the designated training centers (“**Training Centre**” or “**TC**”).

2. SCHEME BACKGROUND

PMKVY is the flagship scheme of the Ministry of Skill Development and Entrepreneurship (“**MSDE**”). 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 by MSDE. NSDC has developed Kits that is to be given by Training Centers to each trainee enrolled under the PMKVY scheme. The Kits items are listed in the table below. The detailed specification of each item is under Appendix II of this document.

Items in PMKVY 4.0 Induction Kits

SN.	Induction Kit Items
1.	Sling Bag / Bag pack
2.	T-shirt (Male) or Jacket (Female)

Note: 3 Samples of Kits each for males and female shall be placed at the NSDC reception desk if required and can be physically inspected by Bidders during office hours.

3. SUPPLIERS’ RESPONSIBILITY

It is expected that a total of 1.50 Crore Approximately Kits might be required over the next 3 (Three) years. These are required for 2 types of training programs namely:

- Short Term Training (STT)
- Recognition of Prior Learning (RPL)

For which Service Provider(s) will supply Kits to the Training Centers across India as and when required by NSDC or request raised by the Training Centers. 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 Service Providers.

Further details against each training type are as below:

SN.	Training Category	Items in kit	Estimated Qty
1.	Short Term Training (STT)	T-shirt & Sling Bag	20,00,000
2.	Recognition of Prior Learning (RPL)	T-shirt only	1,30,00,000

4. NSDC’S REQUIREMENTS / SCOPE OF WORK

4.1. The Suppliers shall supply Kits along with packaging in response to Training Centre requests

submitted through the designated portal in accordance with the specifications detailed in Appendix-II (*Induction Kit Items Specification*) and III (*Delivery Packaging Specifications*) of this document.

- 4.2. The Supplier will be responsible for the delivery to Training Centres as per NSDC's requirements. Additionally, the Service Provider shall undertake all necessary actions to ensure the satisfactory delivery of these Kits.
- 4.3. Once a Training Centre is on-boarded under the Scheme, Supplier is required to supply the Kits as when Training Center raised the requirement at the portal. These Kits must be supplied within 7 days from the commencement of the batch for Short Term Training (STT), and within 3 days from the initiation of the Recognition of Prior Learning (RPL) batch, at the address of the Training Center.
- 4.4. The above description of the scope of work is indicative and not exhaustive.
- 4.5. Changes or additions can be made by NSDC as and when necessary.

5. ORDERING PROCEDURE

- 5.1. The Supplier(s) shall supply Kits with packaging to Training Centre(s) (TC) as intimated by NSDC or TC from time to time during the tenure of this Agreement.
- 5.2. NSDC shall issue a purchase order to the Supplier(s) as and when TP/TC shall raise the said requirement at the portal, upon which NSDC will issue a purchase order to the Supplier(s).
- 5.3. The Supplier shall deliver the 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.
- 5.4. The Training Centre or NSDC shall inform the Supplier about the required quantity of Kits to be supplied and the delivery address.
- 5.5. The Supplier shall deliver the Kits within 7 days from the commencement of the batch for Short Term Training (STT), and within 3 days from the initiation of the Recognition of Prior Learning (RPL) batch at the Training Centre's. Before dispatching the Kits, the Supplier shall cross verify the request received from TP/TC with the purchase order 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 the dispatch of its along with dispatch details.
- 5.6. NSDC reserves the right to cancel all or part of the undelivered portion of the Kits without any liability on NSDC if the supplier fails for any reason to make deliveries as per the terms and conditions of this Agreement.
- 5.7. The safe delivery of the Kits at the address of TC within the timeline. Timeline exceptions 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 the Supplier.
- 5.8. 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.

6. PRICE AND PAYMENT TERMS

- 6.1. The full payment shall be made to the Supplier upon successful delivery of the complete order to the satisfaction of NSDC at the Training Center within the timeline. Payment shall be initiated concurrently with the submission of the invoice to NSDC.
- 6.2. The payment shall be made by NSDC within 15 days of the date of receipt of a valid and correct and undisputed invoice raised to NSDC. The Supplier shall send an invoice to NSDC for payment after successful delivery of the

documents substantiating/ demonstrating delivery as per the terms of this Agreement.

- 6.3. The unit rate of Kits provided in Annexure 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. Unless specified otherwise, the Supplier shall be entirely responsible for all applicable taxes, duties, license fees, etc.
- 6.7. All payments shall be made in Indian Rupees (INR) which shall also be the invoicing and accounting currency.
- 6.8. 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 the resolution of the dispute relating to such invoice in accordance with the procedure set out in Clause 25 and Clause 26.
- 6.9. NSDC will have the right to audit the books & records of the Supplier, and also visit & inspect the premises of the 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.

7. PACKAGING

- 7.1. The Supplier shall fully comply with Delivery Packaging Specifications as provided in Annexures I & II of this Agreement.
- 7.2. 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.

8. QUANTITY

- 8.1. If the quantity as received by TC /or NSDC is less than as required in the purchase order or any item is missing from the Kits, TC/NSDC may, at its option, either accept the delivery or return the Kits at the expense of Supplier.
- 8.2. TC / NSDC shall not be liable for acceptance to take custody of Kits delivered to it without any purchaser order.
- 8.3. The delivery shall be accepted strictly at the place specified in the purchase order and within the time schedule mentioned in the Agreement.

9. COMPENSATION

- 9.1. In case of non-delivery or delayed delivery, NSDC reserves the right to ask the Supplier to compensate as determined by the NSDC. The Supplier shall be obligated to pay the claimed amount within 15 days of receiving the claim.
- 9.2. NSDC reserves the right to

Supplier. In the event of an unsatisfactory performance report and/or a complaint by the Training Center regarding the quality or delivery of Kits Items received is found to be valid upon investigation, this Agreement may be terminated forthwith by NSDC without any obligation for further payments to the Supplier, and NSDC may also impose a penalty on the Supplier as decided by NSDC.

10. TREATMENT OF REJECTED KITS

- 10.1. If Kits supplied by the Supplier to TC / NSDC do not meet the various specifications as mentioned in this Agreement and Annexures, all such Kits will be treated as rejected Kits (**"Rejected Kits"**).
- 10.2. The Rejected 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.
- 10.3. As long as Rejected 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 for such of Rejected Kits if they are lost or damaged in due course of time.
- 10.4. Reuse of Rejected Kits or selling it through any other agency is prohibited.

11. SECRECY

- 11.1. 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.
- 11.2. All 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.

12. SUPPLIER'S OBLIGATIONS

- 12.1. 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.
- 12.2. 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.
- 12.3. The Supplier shall acquire in its name all applicable approvals, registrations, licenses, etc. required for the performance of its obligations under this Agreement and comply with terms and conditions thereof while executing of its obligations.
- 12.4. The Supplier unequivocally undertakes to comply with all Applicable Laws in force. The Supplier shall indemnify and hold harmless NSDC or its directors, officers representatives, employees, and agents 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.
- 12.5. 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 o

Agreement; and

- e. adhere to specific delivery timelines of NSDC and ensure that its performance meet the specifications/ requirements as specified in this Agreement.

- 12.6. 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.
- 12.7. 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.
- 12.8. 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.
- 12.9. Without limiting any other rights which NSDC may have under this Agreement and under Applicable 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 Kits. The provisions of this Clause shall survive the termination or expiry of this Agreement.
- 12.10. 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 Kits dispatch data along with request received date, date of dispatch, delivery date and courier details.

13. ASSIGNMENT AND TRANSFER

- 13.1. 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 therein or thereunder.
- 13.2. NSDC shall be entitled to assign the Agreement or any part thereof, or any right, benefit or interest therein or thereunder, to any third party without the prior written consent of the 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 on this behalf by NSDC.

14. 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.

15. 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. Supplier shall at all times ensure that its employees, workers, sub-contractors, and directors harmless

and indemnified against any liabilities arising out of any non-compliance of the applicable laws by the Supplier.

16. SUPPLIER'S REPRESENTATION AND WARRANTIES

The Supplier hereby represents and warrants that:

- 16.1. 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;
- 16.2. It has the power to enter into this Agreement and comply with its obligations under the Agreement;
- 16.3. It has full capacity and all approvals, necessary permissions, consents and licenses to enter into and to perform its obligations under this Agreement;
- 16.4. The execution of this Agreement does not contravene the provisions of any Applicable Laws or regulation or agreement or document to which it may be or may have been a party;
- 16.5. The Supplier shall not, in performance of its obligations under this Agreement utilize any development, innovation, improvement or trade secret in which it does not have a proprietary interest, or other necessary rights for such utilization;
- 16.6. Upon execution of this Agreement by the Supplier, this Agreement shall be legally binding on the Supplier and shall be legally enforceable against it;
- 16.7. 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;
- 16.8. This Agreement is being executed by a duly authorized representative of the Supplier;
- 16.9. 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; and
- 16.10. The Supplier warrants that Kits supplied by the Supplier will in all respect confirm to NSDC requirement. The Supplier agrees to immediately replace Kits not in compliance with this warranty brought to its attention by NSDC.

17. PROHIBITION OF SALE TO THIRD PARTY

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

18. REPORTS AND INSPECTION

NSDC representatives are entitled to inspect, examine, and test the Supplier's works, regarding material used by the Supplier or for any other reason. Any change in Organization, Management, or Board members at the Supplier's end shall be informed to NSDC well in time.

19. RELATIONSHIP

- 19.1. Nothing contained herein shall be construed as a partnership or a joint venture or a principal-agent or an employer-employee relationship between the NSDC and the Suppliers. 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.

- 19.2. 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.

20. COMPLIANCE WITH ANTI-CORRUPTION LAWS

- 20.1. 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.
- 20.2. 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; and
 - (iii) comply with all the applicable laws of India relating to anti-corruption or anti-bribery, including but not limited to PCA and IPC.
- 20.3. 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 20.3 by the Supplier.
- 20.4. 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.
- 20.5. 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 the Supplier's breach of the anti-corruption laws under this clause hereof.
- 20.6. The Supplier explicitly and irrevocably agrees that NSDC shall have the absolute right to

immediately terminate this Agreement without incurring any liability, on the Supplier 's breach of any provision of this clause 21.

21. LEGAL EXPENSES

- 21.1. In the event that any transaction in which the Supplier is involved, and which results in a dispute, litigation, or legal expense involving NSDC, the Supplier shall co- operate fully with NSDC.
- 21.2. 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.

22. SETTLEMENT OF DISPUTES

- 22.1. In the event 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 Party may refer the dispute for final resolution by arbitration.
- 22.2. This Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts in Delhi to determine any disputes arising out of, or in relation to, the terms and conditions of this Agreement.
- 22.3. Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Dispute Resolution Centre (IDRC) and the award made in pursuance thereof shall be binding on the Parties. The arbitration shall be conducted in English. The seat place and venue of arbitration shall be in New Delhi, India, and shall be governed by the Arbitration and Conciliation Act, 1996.

23. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted and construed in accordance with the laws of India, any difference or dispute arising out of this Agreement shall be subject to the exclusive Jurisdiction of Delhi Courts only.

Appendix-II

TECHNICAL SPECIFICATION OF INDUCTION KIT ITEMS

Please note that the creatives below are tentative and might change as per directions from Client.

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: 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

Men's T-Shirt Size Chart

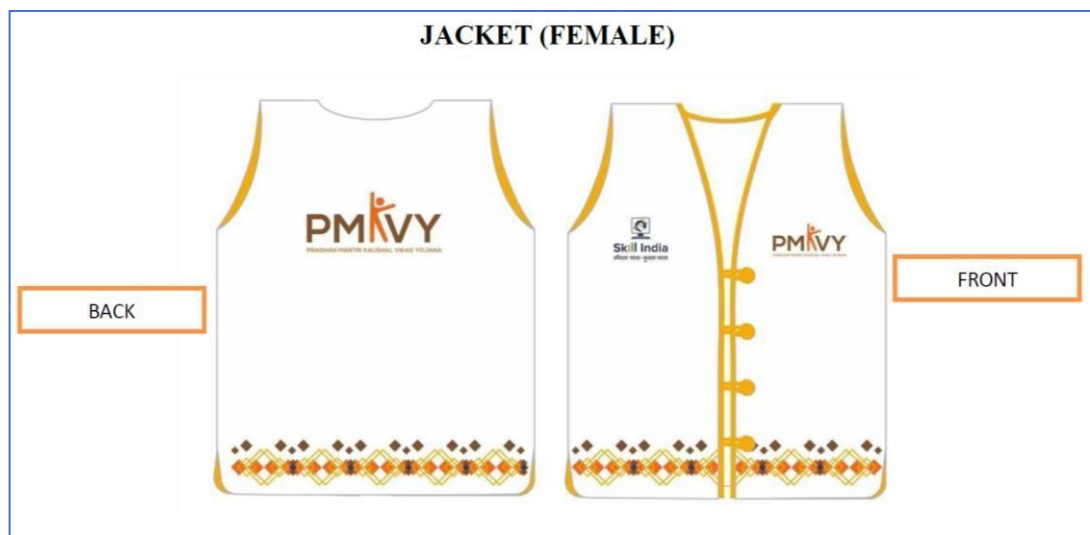
SIZE (Inches)	S	M	L	XL
Chest	38	40	42	44
Neck Circumference	15	15.5	16	16.5



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



Appendix-III

Delivery Packaging Specifications are as follows:

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



**Draft
AGREEMENT
BETWEEN
NATIONAL SKILL DEVELOPMENT CORPORATION
AND**

[<_____>]

This Agreement (“**Agreement**”) is made on _____ (“**Execution Date**”), between:

- 1) **National Skill Development Corporation**, a company incorporated under the Companies Act, 1956, and having its registered office at 5th and 6th Floor, Kaushal Bhawan, Adjacent to Hotel Leela Palace, New Moti Bagh, New Delhi- 110023 (hereinafter referred to as “**NSDC**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);and
- 2) _____, a _____ incorporated or formed 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 _____, (“**RFP**”) to be read along with the 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 _____, (“**Bid Response**”) pursuant to the RFP where the Services Provider has represented to NSDC that it is an experienced, fully qualified, and capable of providing the Services.

NOW, THEREFORE, in consideration of the mutual promises, representations, and warranties, the Parties agree to the following terms and conditions and to be bound thereby

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 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) **“Agreement” or “Contract”** means this legally binding written Agreement signed between the NSDC and the Service Provider;
- c) **“Authority”** shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission, or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of India or any other country;
- d) **“Confidential Information”** includes the contents of this Agreement and all content created pursuant to this Agreement. It also includes, with respect to NSDC and the Service Provider any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, either Party pursuant to this Agreement, but excluding information which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the receiving Party of any of the provisions of this Agreement and includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the disclosing Party at the time of its disclosure to the receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure;
- e) **“Force Majeure”** means an act of God, war, civil disturbance, strike, lockout, epidemic, pandemic, war, riot, 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. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.;
- f) **“Intellectual Property” or “Intellectual Property Rights”** shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, in or on any work, or in any process, or in any case whether in relation to the

Services or otherwise, and which exist, or may exist, in any jurisdiction anywhere in the World;

- g) **“INR” or “Rs.”** shall mean Indian Rupees;
- h) **“RFP”** means Request for Proposal for empanelment of agencies for supplying of Pradhan Mantri Kaushal Vikas Yojana (PMKVY 4.0) Induction Kits;
- i) **“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 Agreementand, unless otherwise indicated, shall have such meaning throughout this Agreement;
- c) Reference to this Agreement shall be deemed to include any amendments ormodifications to this Agreement, as the case may be;
- d) References to the singular will include the plural; and
- 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 hereby appoints and engages the Service Provider for the Term (*defined below*), and the Service Provider hereby accepts this appointment to provide the Services as enumerated in Schedule -I.
- 2.2. The Service Provider agrees that it shall perform and render the Services as per the requirements of the NSDC. All services, functions or responsibilities which are ancillary or reasonably necessary 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 Services provided by the Service Provider (*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 payment of Consideration shall be due upon receipt of an invoice by NSDC, and all undisputed invoices and

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 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.
- 3.5. 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, Termination, and Consequence of Termination**

- 4.1. Notwithstanding the date hereof, this Agreement shall commence on the _____, (“**Effective Date**”) and shall be valid for a period of three (3) years (“**Term**”). The Term can be extended or reduced depending upon the performance of the Service Provider and the requirement of NSDC.
- 4.2. Either Party may terminate this Agreement at any time during the validity of this Agreement by giving 30 (thirty) days prior written notice to this effect.
- 4.3. NSDC may terminate this Agreement by giving written notice of 30 (Thirty) days to the Service Provider in the event that:
 - a) the Service Provider has committed a material breach of any of its obligations or representations and warranties hereunder which cannot be remedied.
 - b) the Service Provider has committed a material or repeated breach of any of its obligations hereunder and has failed to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice so to do.
 - c) the Service Provider goes into liquidation or bankruptcy (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that Service Provider’s assets or if that Service Provider enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that Service Provider or any similar occurrence under any jurisdiction affects that Service Provider; or
 - d) the Service Provider ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.
 - e) 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.

- 4.4. Either Party's right to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under Applicable Law.
- 4.5. Upon termination of this Agreement, any rights or authority granted by NSDC to the Service Provider under this Agreement shall terminate with immediate effect.
- 4.6. Within 7 (seven) business days after termination, upon the request of NSDC, the 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.
- 4.7. Except where the Agreement is terminated pursuant to clause 4.3 (*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.
- 4.8. 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.

5. Representation and Warranties

- 5.1. 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.
- 5.2. 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 its Proposal against the RFP are true and accurate; and
 - 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.

6. Performance Guarantee

Within 21 days from the date of signing of the Framework Agreement award pursuant the RFP, the Service Provider shall furnish to the NSDC the performance security (5% of contract value) of INR _____ only (Rupees _____).

The Performance Security shall be denominated in Indian Rupees and shall be in the form of an unconditional E-bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the NSDC, in the format provided by the Purchaser. The performance security will be returned to the Service Provider not later than end of Agreement.

7. Non – Solicitation

- 7.1. At all times during the term of this Agreement and thereafter for a period of 06 (six) months after its termination or expiration hereof, the Service Provider, nor any of their affiliates will, whether directly or indirectly, for itself or on behalf of any other person, (a) hire, solicit to hire, engage, or solicit to engage, whether as an employee, independent contractor, consultants or otherwise, any person who has been an employee, independent contractor, consultants of the Company or any of their subsidiaries (each a “**Restricted Person**”) at any time during the then-preceding 12 (twelve) months; (b) persuade any Restricted Person to leave his or her employment or engagement with the Company or any of their subsidiaries; or (c) otherwise interfere in any way with the relationship between the Company or any of their subsidiaries, on the one hand, and any Restricted Person, on the other hand.

8. 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.

9. Intellectual Property Rights

- 9.1. 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.
- 9.2. The Service Provider also acknowledges all inventions, discoveries, improvements, copyrightable material, trademarks ideas, and concepts, which the NSDC may make or conceive, either solely or jointly with others, during the Agreement between the Parties, shall be deemed to be the sole property of the 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.
- 9.3. 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.

10. Indemnification

- 10.1. The Service Provider shall defend, indemnify and hold harmless the NSDC its officers, employees, Affiliates, representatives, and agents from any claim including any third-party claims, loss, action, damage, demand, liability, expense (including fees and disbursements of counsel), judgments, settlements, and penalties of

related to:

- i. breach of the terms of this Agreement;
- ii. violation of any Applicable Laws; or
- iii. any action of omission, gross negligence, wilful misconduct, or fraud committed by the; or
- iv. the indemnification rights of the NSDC under this Agreement are independent and in addition to other rights and remedies available under Applicable Law or equity

10.2. Limitation of Liability

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.

10.3. 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.

10.4. 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 willful misconduct; or (ii) to any liability arising out of fraudulent conduct.

11. Use of Confidential Information

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

11.2. 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) make 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

Confidential Information.

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

12. Force Majeure

12.1. 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.

12.2. 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.

13. Governing Law, Dispute Resolution and Jurisdiction

13.1. This Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts in Delhi to determine any disputes arising out of, or in relation to, the terms and conditions of this Agreement.

13.2. Any question, controversy, or claim arising in any way out of or in connection with this Agreement, including any question regarding the existence, validity, or termination (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.

13.3. Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Dispute Resolution Centre (IDRC) and the award made in pursuance thereof shall be binding on the Parties. The arbitration shall be conducted in English. The seat place and venue of arbitration shall be in New Delhi, India, and shall be governed by the Arbitration and Conciliation Act, 1996.

13.4. 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 recognize or enforce an award.

14. MISCELLANEOUS

14.1. **Amendments:** The terms and condition of this Agreement shall not be changed or modified except by written amendment mutually agreed between NSDC and the Service Provider.

14.2. **Assignment:** This Agreement and the rights and obligations herein may not be assigned by the Service Provider without the written consent of NSDC.

- 14.3. **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.
- 14.4. **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.
- 14.5. **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.
- 14.6. **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.
- 14.7. **Notices:** Except as may be otherwise provided herein, all notices, requests, waivers and other communications (“**Notices**”) shall be deemed to be delivered as provided herein: (a) if delivered to the addressee (“**Receiving Party**”) by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery). The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

To NSDC:

Address: 5th and 6th Floor Kaushal Bhawan,
Adjacent to Hotel Leela Palace,
New Moti Bagh, New Delhi-110023

To Service Provider:

Address:

- 14.8. **Severability:** The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

- 14.9. **Survival:** The provisions of

SCHEDULE I

LIST OF SERVICES PROVIDED BY THE SERVICE PROVIDER

SCHEDULE -II

PAYMENT TERMS

Schedule -III
Fraudulent or Corrupt Practices
Section 6. NSDC Policy –Corrupt and Fraudulent Practices

It is imperative to ensure that all actions toward the award of the Contract and its implementation on the ground have to be fair, consistent, transparent, and based on the 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) The Contractor 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.