Request for Proposal (RFP)

For

Selection of Agency for End-to-End Procurement, Supply and Distribution Management of Trade-Wise Safety Toolkits

NIT No: NITCON/2026-27/TOOLKIT/01;

Dated: 27.08.2026

NITCON LIMITED
BID DOCUMENT

Request for Proposal (RFP)

Selection of Agency for End-to-End Procurement, Supply and Distribution Management of Trade-Wise Safety Toolkits

SELECTION METHOD: Quality-Cum-Cost Based Selection (QCBS) | 70 : 30 (Technical : Financial) **CONTRACT TYPE:** Service-Based Model — Output-linked, milestone-payment

Bid Document No.	NITCON/2026-27/TOOLKIT/01
Issued By	NITCON Limited (“NITCON”)
Date of Issue	27th August 2026
No. of Safety Toolkits	Quantity: 20,000 *(Refer to Clause 33)*
Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Rupees Ten Lakh Only): a refundable Fee in the form of RTGS / NEFT / D.D. in favour of 'NITCON Limited' payable at Delhi. The bank account as per details: **Account Name:** NITCON Limited **Name of Bank:** Bank of Maharashtra **Bank Account Number:** 60358187096 **IFSC Code:** MAHB0001306 **Branch Name:** 01306, Dwarka West New Delhi *Exemption in EMD: Refer to Clause 11*
Tender Fee (Non-Refundable)	Rs. 5,000/- (Rupees Five Thousand): a non-refundable Fee in the form of RTGS / NEFT / D.D. in favour of 'NITCON Limited' payable at Delhi. The bank account as per details: **Account Name:** NITCON Limited **Name of Bank:** Bank of Maharashtra **Bank Account Number:** 60358187096 **IFSC Code:** MAHB0001306 **Branch Name:** 01306, Dwarka West New Delhi
Proposal Validity	180 days from date of opening of Technical Bid
Submission Mode	Technical Bid (Cover-I): Online via CPP Portal (https://eprocure.gov.in/eprocure/app) AND physical hardcopy at NITCON Delhi Office. Financial Bid (Cover-II): Online via CPP Portal; where the Tender Fee/EMD is paid through DD or any other physical instrument, the

	Financial Bid shall also be submitted in physical hardcopy, in a separately sealed envelope, at NITCON Delhi Office.
QCBS Weightage	Technical Score: 70% | Financial Score: 30%
Minimum Technical Qualifying Score	70 out of 100 (Technical Bid)

Registered Address: 2nd Floor, Unit No. E2F, Godrej Eternia, Industrial Area Phase-I, Chandigarh – 160002
Delhi Office: Unit-317-A, D-21 Corporate Park, Sector-21, Dwarka, New Delhi – 110077

Email: services@nitcon.org | **Website:** www.nitcon.org

DISCLAIMER

The purpose of this document is to provide Bidders with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in the document.

The information is provided on the basis that it is non-binding on End Client or NITCON Limited, any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

Information provided in this document to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NITCON Limited accepts no responsibility for accuracy or otherwise for any interpretation or opinion on the law expressed herein.

End Client and NITCON Limited reserve the right to not proceed with the Project or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting the Bid.

While NITCON Limited have taken due care in the preparation of the information contained herein and believe it to be accurate, neither End Client nor NITCON Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The provisions of this Tender Document have been drafted with due consideration to the applicable prevailing procurement framework, as relevant to the respective components of the Scope of Work. Accordingly, the tender conditions may contain provisions derived from or aligned with the prescribed Guidelines / Manuals. Notwithstanding anything contained in this Tender Document, in the event of any ambiguity, conflict or inconsistency between the provisions of this Tender Document and the applicable procurement framework, the provisions of the relevant Procurement Manual, read together with the applicable guidelines issued by the competent and statutory authority, as amended from time to time, shall prevail to the extent of such inconsistency.

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NITCON Limited, on behalf of its End Client, hereby invites Proposals from experienced, reputed and technically capable Service Agencies for Selection under Quality-Cum-Cost Based Selection (QCBS) for the end-to-end Service Contract covering Procurement Management, Supply, Distribution, Beneficiary Data Capture, and Post-Supply Warranty Management of Trade-Wise Safety Toolkits for specific beneficiaries as listed by NITCON. The Agency shall supply Safety Toolkit only to the beneficiaries whose names are included in the NITCON-provided beneficiary list.

1. DATA SHEET

#	Particulars	Details
1	**Tender No. & Date**	NITCON/2026-27/TOOLKIT/01 Dtd. 27th August 2026
2	**Name of Service**	Selection of Agency for End-to-End Procurement, Supply and Distribution Management of Trade-Wise Safety Toolkits for Beneficiaries.
3	**Contract Type**	The Contract will be Service-Based and Output-Linked. The Agency is responsible for the complete service chain: sourcing, Quality Check, packaging, logistics, distribution, beneficiary acknowledgement, data submission, and warranty management.
4	**Selection Method**	Quality-Cum-Cost Based Selection (QCBS) — 70:30 (Technical : Financial)
5	**Minimum Technical Score**	70 out of 100 to qualify for Toolkit Sample Verification by the Client
6	**Website / Portal**	https://www.eprocure.gov.in | www.nitcon.org
7	**Tender Cost (Non-Refundable)**	Rs. 5,000/- (Rupees Five Thousand): a non-refundable Fee in the form of RTGS / NEFT / D.D. in favour of 'NITCON Limited' payable at Delhi.
8	**No. of Safety Toolkits**	Initial Quantity: 20,000 Nos. *Initial phase: seven (7) districts of Uttar Pradesh — Ayodhya, Gautam Budh Nagar, Ghaziabad, Gorakhpur, Jhansi, Lucknow and Varanasi. Figures are tentative; refer Annexure I for the tentative district-wise and trade-wise break-up. Final quantities shall be as specified in the Work Order / Purchase Order.*
9	**EMD**	Rs. 10,00,000/- (Rupees Ten Lakhs only) via DD / BG / FDR in favour of NITCON Limited, or NEFT/RTGS to: Bank of Maharashtra | A/C: 60358187096 | IFSC: MAHB0001306 | Branch: Dwarka, New Delhi
10	**Pre-Bid Meeting**	1st September 2026 @1130 Hrs. VC Link: https://meet.google.com/ocf-hukm-kqo

11	**Start Date of Online Submission**	2nd September 2026 from 16:00 Hrs
12	**Last Date of Online Submission**	9th September 2026 by 16:00 Hrs
13	**Bid- Opening Date**	10th September 2026 by 16:00 Hrs
14	**Bid Validity**	180 days from date of opening of Technical Bid
15	**Date of Technical Presentation**	Shall be Intimated Separately
16	**Service Delivery Period**	Phased delivery within 60 days of LoA; full completion within the period specified in the Purchase Order / LoA.
17	**Contract Period**	18 months from date of LoA, inclusive of warranty obligations.
18	**Contact**	services@nitcon.org
19	**Physical Submission Address**	**Address (NITCON, Delhi Office):** Unit No. 317-A, 3rd Floor, D21 Corporate Park, Sector 21, Near Sector 8 Metro Station, Dwarka, New Delhi – 110077 **Phone:** 011-40658297;

The bidding document can be downloaded from the websites: www.nitcon.org , and https://eprocure.gov.in/eprocure/app. The tenders shall be uploaded on https: https://eprocure.gov.in/eprocure/app.

Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the websites mentioned above and not be published elsewhere. The technical bid shall be uploaded on the e-tendering portal on or before the last date of submission of tender.

The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid if eligible and in possession of all the documents required. The Bidder must ensure that the quoted rate shall be inclusive of all costs. In case the office of NITCON Limited, Delhi happens to be closed on the last date and time mentioned for any of the event such as opening of technical and financial bids, the said event shall take place on the next working day at the same time and venue.

S/d
Managing Director
NITCON Limited

2. Introduction — Service-Based Procurement Model

- **a.** The Selected Agency (hereinafter 'Agency') is responsible for the complete service value chain: (i) sourcing and quality-assured procurement of toolkit items from OEM-authorised channels; (ii) standard compliant packaging as per End Client / NITCON branding guidelines; (iii) last-mile distribution to verified beneficiaries across designated districts of Uttar Pradesh; (iv) real-time beneficiary data capture; and (v) post-delivery warranty management throughout the contract period.
- **b.** In the initial phase, distribution shall be undertaken across seven (7) districts of Uttar Pradesh, namely Ayodhya, Gautam Budh Nagar, Ghaziabad, Gorakhpur, Jhansi, Lucknow and Varanasi. This district coverage is not exhaustive and may be extended to other districts of Uttar Pradesh as the programme progresses, at the discretion of NITCON. A tentative district-wise and trade-wise break-up of Safety Toolkits is provided at Annexure I; the final district-wise and trade-wise quantities shall be as specified in the Purchase Order / Work Order.
- **c.** Bids are invited from experienced Service Agencies including system integrators, logistics-enabled procurement agencies, companies with supply chain capability, or implementation partners with demonstrated end-to-end project management ability in government welfare distribution programmes.
- **d.** Strict Prohibition of Sub-Contracting: The Agency shall execute the complete end-to-end scope of work, including sourcing, packaging, and last-mile distribution, using its own infrastructure and payroll workforce. Sub-contracting, sub-letting, or assigning any part of this contract to third-party vendors or local traders is strictly prohibited. Any violation shall result in immediate technical disqualification, or if awarded, termination of the contract and forfeiture of the Performance Security. The standard licensing, deployment, and technical support of the mandated cloud-hosted security infrastructure from authorised technology OEMs shall not be treated as a violation of this sub-contracting restriction.

3. Pre-Eligibility / Qualification Criteria

- **a. Legal Entity:** The Agency shall be a company / LLP / registered society / proprietorship/ partnership/ trust incorporated in India under applicable laws with a minimum of 3 (three) years of existence.
- **b. Relevant Service Experience:**
  - At least one completed service contract involving supply and last-mile distribution of minimum 5,000 or more safety kits / training kits / livelihood kits to beneficiaries of any Central / State Government scheme, within the last 3 financial years (FY 2022-23, 2023-24, 2024-25); OR
  - At least two completed contracts involving supply + distribution of 3,000 or more kits each, for Central / State Government welfare schemes in the last 3 financial years.
  - Experience must be evidenced by Completion Certificate from the organisation (Government body / PSU / Autonomous body).
- **c. Financial Capability:**
  - Average Annual Turnover of at least Rs. 8 Crore over the last 3 financial years, as certified by a Chartered Accountant (CA Certificate with UDIN).
  - Positive net worth certificates from CA

d. Quality & Compliance:

- Valid ISO 9001:2015 certification for the Agency.
- BIS / ISI certification compliance for specified items (Safety Helmet IS 2925, Combination Side Cutting Pliers IS 3650) along with a valid BIS Certification Marks Licence (CM/L) and/or the latest BIS Renewal Endorsement/Attachment, wherever applicable.
- The required BIS/ISI product certifications and corresponding Manufacturer's Authorization Forms (MAF) must be fully valid, and issued prior to the date of bid submission. Any application receipts, pending registrations, provisional letters, or compliance undertakings will be rejected outright and result in technical disqualification.
- Agency to submit OEM certificates.
- Manufacturer's Authorisation Form (MAF) from OEM for BIS-mandated items.

e. Operational Capacity:

- Proof of established warehouse / fulfilment centre within Uttar Pradesh or adjacent state, with address and authenticated documents.
- Demonstrated digital capability for beneficiary data capture (mobile app / portal / OTP-based verification or equivalent).
- Manpower Capacity: Minimum 25 (twenty-five) full-time employees on the Agency's payroll on the Company’s Letterhead.

f. Statutory: Valid PAN, GST Registration, and MSME/Udyam Registration, wherever applicable. In addition, the following documents shall be provided, as applicable:

- **Company:** Copies of the Memorandum of Association (MoA), Articles of Association (AoA), and Certificate of Incorporation (CIN).
- **LLP:** LLP Identification Number (LLPIN) and LLP Agreement/Deed.
- **Trust:** Trust Deed.
- **Partnership Firm:** Partnership Deed.
- **Proprietorship:** Valid PAN

g. Security Requirements for Digital Beneficiary Data-Capture Component

a. Where the Bidder's proposed solution includes a mobile application, web portal, OTP-based verification mechanism, or any other digital/electronic means for capture, storage, or transmission of beneficiary data ("Digital Component"), the Bidder shall demonstrate adequate application and data security measures commensurate with the nature and sensitivity of the beneficiary data being processed. This requirement shall apply strictly to the Digital Component of the Scope of Work and shall not extend to, or be construed as a general eligibility condition for, the physical supply of the safety toolkit.

b. **Data Security**: The Digital Component shall ensure:

   i. Encryption of beneficiary data both at rest and in transit, using industry-standard encryption protocols;

   ii. Secure, OTP-based or equivalent multi-factor authentication for beneficiary verification;

   iii. Role-based access control, ensuring that beneficiary data is accessible only to authorized personnel on a need-to-know basis;

iv. Compliance with applicable provisions of the Information Technology Act, 2000 (as amended), and any rules, guidelines, or notifications issued thereunder concerning protection of personal/sensitive personal data, as well as any applicable data protection law in force in India.

c. **Proportionality:** The security measures required under this Clause shall be proportionate to the nature, scale, and sensitivity of the beneficiary data actually processed through the Digital Component, and shall not be applied in a manner that is disproportionate to the risk, or that creates an eligibility barrier unrelated to the Bidder's actual capability to securely capture, store, and transmit beneficiary data.

d. The bidder shall submit a valid Manufacturer's Authorization Form (MAF) from the WAAP Solution Provider, authorizing the bidder to quote, deploy, implement, and provide support for the proposed WAAP Solution for this tender. The MAF shall be submitted in Cover I (Technical Bid).

h. Trade License Certificate: The bidder shall submit a valid Trade License Certificate.

4. Cost of Bidding

The Agency shall bear all costs associated with preparation and submission of the Proposal. NITCON shall not be responsible or liable for any such costs regardless of the conduct or outcome of the selection process.

5. Instructions for Bid Submission

a. All Proposals shall be submitted electronically through the CPP Portal (https://eprocure.gov.in/eprocure/app). In addition, physical hardcopy of the Technical Bid (Cover-I), and other original documents shall be submitted to NITCON's Delhi Office in a sealed envelope superscribed 'RFP for Toolkit Distribution Service — NITCON/2026-27/TOOLKIT/01'. The Financial Bid (Cover-II) shall be submitted online through the CPP Portal. However, where the Bidder submits the Tender Fee, EMD, or other bid-related instruments through Demand Draft (DD), the Financial Bid (Cover-II) shall also be submitted in physical hardcopy, in a separately sealed envelope, at NITCON's Delhi Office.

b. Bids submitted outside the CPP Portal shall be summarily rejected. NITCON shall not be responsible for the Bidders' portal / connectivity issues.

c. The Agency shall deposit the prescribed EMD in the given mode(s) in the RFP. MSME bidders registered under the Public Procurement Policy, 2012 are exempt on submission of a valid Bid Securing Declaration (Annexure III-B).

d. Sample toolkit sets (one complete set across all 3 trades as per Annexure II) must be submitted as part of the Technical Bid to NITCON's Delhi Office on or before the bid submission deadline, along with the Declaration (Annexure XII). The sample Safety Toolkits shall be evaluated for quality, specification compliance, packaging, branding, and labelling as part of the Technical Scoring (Criterion E). Non-submission of sample toolkit sets shall result in outright rejection of the bid without further consideration.

e. The toolkit samples submitted by the successful bidder and approved by End Client through prescribed process shall become an integral part of the Contract Agreement. The samples of the Bidders shall be duly sealed, signed by both parties and preserved by NITCON until expiry of the warranty period. Every item supplied under the contract shall be identical in brand, model, specifications, dimensions, finish, workmanship, packaging, colour, appearance and quality to the approved sample. Any deviation whatsoever shall constitute material breach of contract irrespective of whether the item otherwise meets minimum specifications.

f. The sample should be explicitly marked as **"GOLDEN SAMPLE"**: The End Client-approved sample, duly sealed and preserved by NITCON, shall constitute the 'Reference/Governing Sample' for all subsequent inspection and supply under the Contract. Where there is any conflict between a generic photograph in Annexure II and the approved Reference Sample, the approved Reference Sample shall prevail for physical appearance, finish, dimensions and workmanship, while the minimum technical specification shall prevail for performance, safety and statutory requirements.

g. The Agency shall make a Technical Presentation of maximum 15 minutes before the designated Evaluation Committee on the date of Technical Bid opening, covering: service delivery model, last-mile distribution plan, digital data capture mechanism, quality control processes, and team credentials.

6. Instruction to Bidders for using e-Procurement Portal

The following information helps bidders in overcoming last minute hassles and guide towards successful bid submission.

1. System readiness:

1.1. Bidders are advised to keep ready well in advance, their computer system in order like Original Operating System having sufficient RAM, high speed internet connectivity like broad band, with network providing static IP (avoid using mobile data/network), right internet browser, right Java Runtime Environment, un restricted access to the eProcurement portal from the bidder computer system. Bidders are also advised to procure and keep ready well in advance valid Digital Signature Certificate (Signing) of Class III issued by CA under CCA India.

1.2. To know about prevalent system requirements, portal enrollment and online bidding and other procedures, bidders can avail Help Desk facility. Bidders are also advised to refer FAQs, Bidder Manual Kit, System Malfunction Procedure available on the portal in addition to the instructions provided in the Tender.

2. e-Procurement Portal Enrollment/registration: Bidders are advised to complete well in advance online enrollment / registration in the portal by following due process prevalent at that time.

3. Bid Submission:

3.1. Bidder should do Online Enrolment in this e-Procurement Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScrpt/TCS.

3.2. Bidder then logs into the portal giving user id / password chosen during enrollment.

3.3. The e-token that is registered should be used by the bidder and should not be misused by others.

3.4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
3.5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
3.6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
3.7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
3.8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
3.9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
3.10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
3.11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
3.12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
3.13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
3.14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
3.15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
3.16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

3.17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

3.18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

3.19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

3.20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

3.21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

3.22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

3.23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

3.24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.

3.25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

7. Structure of Proposals

Proposals shall be submitted under two Covers System which comprises of the following:

- **Cover I-** Technical Bid (Qualification documents, Technical Proposal, and service methodology)
- **Cover II -** Financial Bid / Service Fee Schedule (Annexure XIII)

Financial Bids shall be opened only in respect of those Bidders whose sample toolkit has been accepted/approved by the End Client and also satisfy the minimum Technical Qualification Score prescribed in this RFP

8. Technical Bid — Cover I Contents

The Technical Bid shall contain:

- Tender Cost of Rs. 5,000/- and EMD of Rs. 10,00,000/- in prescribed form

- Proposal Acceptance Letter (Annexure VIII)
- Agency Profile Form (Annexure IV)
- Document Checklist (Annexure IX) with page references
- Certificate of Incorporation / Registration documents
- PAN and GST Registration copies and ISO 9001:2015 Certificate
- BIS / ISI Certificates for mandated items
- MAF from OEM (Annexure VII)
- Audited Financials (Balance Sheet, P&L, IT Returns) for last 3 FY + CA Certificate with UDIN
- Completion Certificates for qualifying contracts (Annexure V)
- Proof of warehouse / fulfilment centre in Uttar Pradesh or an adjacent state, evidenced by a valid registered lease deed or property ownership documents, must be submitted as part of Cover I (Technical Bid). No provisional undertakings will be accepted.
- CV / profile of proposed Project Manager and Distribution Coordinator
- Description of digital beneficiary data capture mechanism (screenshots / demo links / technical note)
- Non-Blacklisting Affidavit (Annexure VI) on Rs. 100 Non-Judicial Stamp Paper
- Power of Attorney
- Sample Kit Acknowledgement Receipt from NITCON (Annexure XII, Part B)
- MSME / Udyam Registration Certificate (if claiming MSE preference)
- The bidder must provide active, functioning demo login credentials (User ID and Password) and an accessible URL/web-link for their digital beneficiary tracking platform. The submitted platform must demonstrate a live working dashboard capable of showing real-time distribution metrics, GPS/geo-tagged delivery tracking, and OTP/biometric verification logs.
- The bidder shall submit a valid Manufacturer's Authorization Form (MAF) from the WAAP Solution Provider, authorizing the bidder to quote, deploy, implement, and provide support for the proposed WAAP Solution for this tender. The MAF shall be submitted in Cover I (Technical Bid).
- **Service Proposal / Technical Narrative (to be submitted with Cover I):** The Agency shall also submit a Service Proposal document (not exceeding 30 pages) covering:
  - Proposed service delivery and project management methodology
  - Distribution plan: phasing, district coverage, logistics model, last-mile delivery mechanism
  - Quality assurance and pre-dispatch inspection protocol
  - Beneficiary verification and acknowledgement process (digital / physical)
  - Data management: real-time tracking, reporting, exception handling
  - Warranty and post-delivery complaint redressal mechanism
  - Key personnel: organisation chart with named individuals and CVs for senior roles
  - Risk management and contingency plan

9. Financial Bid - Cover II Contents

The Financial Bid (Annexure XIII) shall contain the all-inclusive Service Fee Schedule, quoted per toolkit set per trade, based on the Service Delivery Model. Financial Bids shall not contain any conditions, deviations, or assumptions. Conditional acceptance of any terms of this RFP is strongly discouraged and shall render the bid liable to rejection. NITCON shall not enter correspondence regarding conditional bids. Any bid that qualifies, limits, or conditions acceptance of any clause of this Bid Document whether in the Technical Bid, Financial Bid, covering letter, or any attached document shall be treated as non-responsive and summarily rejected without further evaluation. Bidders are advised to seek clarification at the Pre-Bid Meeting stage and not to attach conditions to their bids.

10. Bid Validity & EMD

Proposals shall remain valid for 180 days from the date of opening of Technical Bids. The EMD shall be forfeited if the Agency withdraws within validity, provides false information, or (if selected) fails to sign the contract or submit Performance Security within prescribed timelines. EMD in the form of Bank Guarantee shall follow the format at Annexure III-A; MSE bidders claiming exemption from EMD shall submit the Bid Securing Declaration at Annexure III-B. The Performance Bank Guarantee to be furnished on award shall follow the format at Annexure XI.

11. Exemption of Earnest Money Deposit (EMD) for MSMEs

Bidders registered as Micro and Small Enterprises (MSEs) under Udyam Registration shall be exempt from payment of Earnest Money Deposit (EMD), provided the Udyam Registration Certificate reflects manufacture/supply of the specific goods forming the subject matter of this RFP. Where the Certificate reflects a different business activity or category, including services, training, skill development, or consultancy, the Bidder shall not be entitled to claim this exemption and shall submit the EMD as prescribed in this RFP. Traders, distributors, sole agents, and works contracts are excluded from this exemption. Bidders claiming the exemption shall submit, along with their bid, a self-attested copy of a valid and active Udyam Registration Certificate clearly indicating the relevant category of goods; failure to do so shall render the bid non-compliant on this count, requiring submission of the EMD. No exemption shall apply to Security Deposit or Performance Bank Guarantee unless separately provided for in this RFP. This exemption is restricted to Micro and Small Enterprises and shall not be available to Medium Enterprises.

12. Pre-Bid Meeting

A Pre-Bid Meeting shall be held on 1st September 2026 @1130 Hrs through VC Link: https://meet.google.com/ocf-hukm-kqo

13. No. of Bid Per Bidder

Each Bidder shall submit only 1 (one) Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

14. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of Bid and the NITCON in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

15. Amendment of Bid Documents

At any time prior to the deadline for submission of bids, the NITCON may, for any reason(s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The NITCON may at their discretion may extend the deadline for submission of

Tender/ Bid, if considered necessary. Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

16. Clarification Of Bid Documents and Pre-Bid Meeting

Prospective Bidder requiring any clarification of the bidding documents may notify the NITCON via email sent to the details as provided in the Notice inviting Tender (NIT) at least one working day prior to pre-bid meeting. The queries shall be discussed during the pre-bid meeting and the last date for submission of any further queries of Bidders shall be within two days from the date pre-bid meeting. The NITCON will reply to only those queries which received before the scheduled time as mentioned above via e-portal which are essentially required for submission of bids. The NITCON will not reply to the queries which are not considered fit like replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents.

The pre-bid meeting shall be held, as per the schedule mentioned in the Notice Inviting bid. Minutes of the meeting, including the text of the questions raised and the responses given will be uploaded on e-portal only. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

The bidders shall submit its pre bid queries strictly as per the below format in MS Excel only on the email id mentioned:

#	Clause No. / Page No.	Existing Clause	Clarification / Query
1			
2			

For and on behalf of M/s ____________________
Signature, Name & Designation of Authorised Signatory: ____________________
Contact Details:
Email Id:
Date & Seal: ____________________

17. Submission of Bids

The Technical Bid shall be uploaded with coloured scanned copies of all documents. Financial bid shall be submitted through CPP Portal only. All the documents must be Serial wise as stated below and clearly marked page no. on each page and initialled signature. This tender/ Bid shall follow a Single Stage Two Envelope Bid System i.e., Technical Bid and Financial Bid as given below:

a. **Technical Bid:** The Technical bid may be declared non-responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in the RFP. The Technical Bid should not contain any financial information related to Financial Bid.

b. **Financial Bid:** The Financial Bid shall not include any Commercial or Technical conditions/ information. Financial offers shall be submitted as per the prescribed format given in Annexure XIII (Service Fee Schedule / Financial Bid) of the Bid document, on a percentage basis. The Financial Bid shall be uploaded on the CPP Portal. However, where the Bidder submits the Tender Fee, EMD, or other bid-related instruments through Demand Draft (DD) or any other physical/offline mode, a physical hardcopy of the Financial Bid shall also be submitted, in a separately sealed envelope, at NITCON's Delhi Office.

c. **Trade-wise Safety Toolkits Samples:** Sample toolkit sets (one complete set across all 3 trades as per Annexure II) must be submitted as part of the **Technical Bid** to NITCON's Delhi Office on or before the bid submission deadline, along with the Declaration (Annexure XII).

The Bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on CPP Portal by the Bidder. The information should be submitted in the prescribed proforma. Bids with incomplete/ambiguous information shall be summarily rejected.

18. Unconditional and Irrevocable Acceptance of Tender Terms

a. By submitting a bid in response to this Request for Proposal (RFP), the Bidder shall be deemed to have read, understood, and unconditionally accepted all the terms, conditions, clauses, annexures, and stipulations contained herein, in the sense and manner in which they are presented, without any reservation, qualification, deviation, or interpretation contrary to the plain meaning of the document.
b. The acceptance of the tender terms by the Bidder shall be treated as absolute, unconditional, and irrevocable, and shall be binding upon the Bidder from the date of submission of the bid until the completion of the procurement process, including the validity period of the bid and any extension thereof.
c. No Bidder shall be entitled to submit a conditional or qualified bid, or to append any terms, conditions, notes, covering letters, or clarifications that seek to modify, dilute, override, or add to the terms and conditions of this RFP. Any such conditional acceptance, deviation, or reservation, whether express or implied, shall render the bid liable to summarily rejection, at the sole discretion of NITCON Limited, without any further reference to the Bidder.
d. The Bidder shall not be permitted to withdraw, retract, or resile from the terms of the bid once submitted, nor shall the Bidder be permitted to plead ignorance, mistake, oversight, or misunderstanding of any term or condition of the RFP as a ground for withdrawal, non-performance, or renegotiation.
e. Submission of the bid shall constitute an unequivocal declaration by the Bidder that it has exercised due diligence in examining the RFP document in its entirety, and that it shall have no claim whatsoever, at any subsequent stage, on the ground of non-comprehension, non-disclosure, or misinterpretation of any clause, term, or condition contained in this RFP.
f. This acceptance shall survive the submission of the bid and shall continue to bind the Bidder notwithstanding the award, rejection, or cancellation of the tender, to the extent applicable under the terms of this RFP.

19. NITCON reserves the Right to Reject the Bid under any of the following circumstances:

a) Bid is incomplete and/ or not accompanied by all required documents.
b) Bid is not in conformity with the terms and conditions of Tender/ Bid Document.

c) The Qualifications and Experience of the Bidder as well as the Manpower/ Personnel are not met by the Bidder.
d) Any other reasons due to which NITCON finds that the Bidder is not eligible.

20. Evaluation And Comparison Of Bids

NITCON will only evaluate and compare the Bids determined to be Substantially Responsive. In evaluating Bids, NITCON will determine, for each Bid, the Evaluated Bid Price by adjusting the Bids Price as follows:

- NITCON reserves the right to accept or reject any variation, deviation or alternative offers. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in the accrual of unsolicited benefits to NITCON shall not be taken into account in Bid evaluation.
- making an appropriate adjustment for any discount and
- making any corrections for errors.

21. Evaluation and Calculation of Marks

a. Bids shall be evaluated strictly through the e-Procurement portal on which the tender was hosted, and only bids submitted online in the prescribed Technical and Financial Bid formats shall be considered.

b. Technical Bids shall be opened first. Bidders shall be evaluated and awarded marks against the parameters, sub-parameters and maximum marks prescribed in the RFP.

c. A bidder shall be declared "Technically Qualified" only if it secures not less than 70% of the maximum prescribed Technical Marks (Minimum Qualifying Marks). Bidders scoring below the Minimum Qualifying Marks shall be rejected.

d. Technical Score (Ts) of a Technically Qualified bidder shall be computed as:

$$Ts = (\text{Marks obtained by the bidder} / \text{Maximum Technical Marks prescribed}) \times 100$$

e. Financial Bids shall be opened online, on the e-Procurement portal, only in respect of bidders who have been declared Technically Qualified and whose Toolkit Samples have been approved by the End Client, on a date and time communicated in advance through the portal.

f. Financial Score (Fs) of each Technically Qualified bidder shall be computed as:

$$Fs = (\text{Lowest quoted total price among Technically Qualified bidders} / \text{Price quoted by the bidder}) \times 100$$

g. The Combined/Composite Score (Cs) of each Technically Qualified bidder shall be computed as:

$$Cs = (Ts \times 0.70) + (Fs \times 0.30)$$

h. Bidders shall be ranked in descending order of Combined Score. The bidder securing the highest Combined Score shall be ranked H1 and declared the Successful Bidder, subject to satisfactory outcome of any due diligence, pre-award clarification or eligibility verification required under the RFP.

i. All marks, scores and rankings shall be recorded and made available on the e-Procurement portal, and shall be supported by an evaluation report duly approved by NITCON's competent authority/evaluation committee. The portal-generated record of bid submission, opening and scoring shall be treated as conclusive evidence of the evaluation process, subject to manual verification by the evaluation committee.

j. No bidder shall claim any right to inspect the marks awarded to another bidder, except to the extent required to be disclosed under applicable transparency/RTI provisions or as directed by a competent authority.

22. Shortfall Documents

The NITCON may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with the NITCON or submission of any additional documents, not specifically asked for by the NITCON, will be allowed and even when submitted, they will not be considered by the NITCON.

23. Award Of Contract

NITCON will award the Contract to the Bidder whose Bid has been determined to be Substantially Responsive to the Bidding Documents and whose combined Technical and Financial Score, computed as per the QCBS 70:30 (Technical : Financial) weightage, is found to be the Highest.

24. Technical Scoring Matrix (Total: 100 Points)

Criterion	Sub-Criterion / Scoring Basis	Weight (%)	Max Score
A. Organisational & Legal Profile		**5**	5
	Entity Type: • **Separate Legal Entity:** Company / LLP– **2** • **Not a Separate Legal Entity:** Partnership Firm / Proprietorship / Society / Trust– **1**		2
	Years of existence (>7 yrs = 3; 5–7 yrs = 2; 3–5 yrs = 1)		3
B. Relevant Service Experience		**30**	**30**
	No. of qualifying safety kit distribution contracts of minimum 3,000 quantity (1 = 8 pts; 2 = 14 pts; 3+ = 20 pts)		20
	Scale: highest single contract (>10,000 kits = 10; 5,000–10,000= 6; <5,000= 3)		10
C. Financial Strength		**10**	**10**
	Average annual turnover of last 3 Financial Years: >Rs. 15 Cr = 10; Rs. 10–15 Cr = 7; Rs. 5–10 Cr = 4		10
D. Service Proposal /Methodology		**25**	**25**
	• Understanding of scope and project management plan • Distribution logistics and last-mile plan • Digital beneficiary data capture mechanism • Warranty / post-delivery complaint redressal plan • Proof of established warehouse / fulfilment centre within Uttar Pradesh or adjacent state, with address and authenticated documents.		

	• Demonstrated digital capability for beneficiary data capture (mobile app / portal / OTP-based verification or equivalent).		
E. Sample Kit Quality		**15**	**15**
	Physical sample quality, spec-compliance, packaging and labelling of Safety Toolkits Sample of three trades as per the specifications		
	a. Packaging and Labelling		3
	b. Build quality, material grade, finish, and durability of each item against visual/tactile inspection		5
	c. Item-wise conformity of submitted sample against technical specifications (size, material, standard/certification, quantity per trade) prescribed in the RFP		7
F. Presentation		**15**	**15**
	Technical Presentation		
TOTAL TECHNICAL SCORE		**100%**	**100**

Note: A minimum of 70 points in Technical Scoring is required to qualify for Financial Bid evaluation. The decision of the Tender Evaluation Committee (TEC) on Technical Scores shall be final.

25. Evaluation and Approval of Sample Toolkit

a. Submission of the sample safety toolkit, in the format, specifications, and timeline prescribed in this RFP, shall constitute a mandatory technical requirement. Any Bid submitted without the accompanying sample toolkit, or with a sample toolkit that does not conform to the prescribed specifications, shall be liable to be declared non-responsive and summarily rejected, without further reference to the Bidder.

b. NITCON shall, upon completion of the preliminary Technical Evaluation, submit the sample safety toolkits of the 3 trades of each technically qualifying Bidder to the End Client, without disclosing the identity of the Bidder, for evaluation and approval. Such submission to the End Client is a mandatory step in the evaluation process and shall be undertaken for every technically qualifying Bidder's sample toolkit, without exception. The Bidder shall be considered technically qualified only upon acceptance and approval of the quality, completeness, and suitability of the sample toolkit by the End Client.

c. The End Client, shall inspect and verify the supplied goods against its own prescribed parameters, including but not limited to quality, appearance/finish, dimensions, packaging, and material, prior to acceptance. Acceptance of the deliverables shall be subject to the said goods meeting all such parameters to the satisfaction of the End Client, and the Bidder/Agency shall ensure compliance with these parameters at the time of supply.

d. A Bidder's sample toolkit shall be considered approved only if the components corresponding to each individual trade are accepted by the End Client. Non-acceptance or rejection of the sample component(s) pertaining to any one or more trades shall render the sample toolkit as not approved for those specific trade(s), notwithstanding acceptance of the components pertaining to other trades. The Bidder's Financial Bid, insofar as it relates to trade(s) whose sample component(s) have not been approved, shall not be opened / shall not be considered.

e. The written decision of the End Client regarding acceptance, rejection, or non-acceptance of any sample toolkit whether in whole or trade-wise shall be final and binding for all purposes of this RFP. The End Client shall not be required to assign, disclose, or communicate to the Bidder any reason, justification, evaluation sheet, comparative assessment, or other basis for such decision. No approval shall be deemed to have been granted by lapse of time or by the End Client's failure to communicate its decision within any specified period.

f. The Bidder acknowledges and agrees that it shall have no right to seek reasons, clarification, reconsideration, review, appeal, or representation of any kind against the End Client's decision on the sample toolkit, and no correspondence in this regard shall be entertained by NITCON or the End Client.

g. Samples that are not approved by the End Client shall not be considered for further evaluation or Financial Bid opening. Such samples shall be retained by NITCON for the duration of the evaluation process and shall thereafter be made available for collection by the respective Bidder. The Bidder shall be solely responsible for collecting the unapproved sample from the designated location within the time period specified by NITCON. NITCON shall bear no responsibility whatsoever for any deterioration, damage, loss, or destruction of the sample arising from the Bidder's failure to collect it within the stipulated period, and any sample not collected within such period may, at NITCON's sole discretion, be disposed of without further notice to the Bidder.

h. The Bidder shall have no claim whatsoever against NITCON, whether in contract, tort, or otherwise, including without limitation any claim for reimbursement of sample preparation or procurement cost, transportation cost, manpower cost, storage cost, loss of business, loss of profit, loss of opportunity, interest, damages, or compensation, arising out of or in connection with:
   i. rejection or non-acceptance of its sample toolkit, in whole or in part (trade-wise), by the End Client;
   ii. delay in obtaining, or non-receipt of, End Client approval;
   iii. non-opening of its Financial Bid consequent to non-approval of its sample; or

iv. cancellation, withdrawal, or annulment of the procurement process, in whole or in part, at any stage.

i. Financial Bids shall be opened only in respect of those Bidders whose sample toolkit has been accepted/approved by the End Client and also satisfy the minimum Technical Qualification Score prescribed in this RFP. Failure to satisfy either condition shall render the Bidder ineligible for opening of its Financial Bid.

j. End Client approval of a sample toolkit shall not, in itself, constitute any assurance, commitment, or right to award of contract in favour of the Bidder. Final selection of the successful Bidder shall remain subject to the QCBS evaluation, Financial Bid evaluation, and approval of NITCON's Competent Authority, and shall further remain subject to the terms and conditions of this RFP.

k. NITCON shall not be required to enter into, and shall not entertain, any correspondence with a Bidder regarding the reasons for, or basis of, acceptance or non-acceptance of its sample toolkit by the End Client. No Bidder shall have any claim against NITCON, and NITCON's decision, based on the End Client's determination, shall be treated as conclusive on this account.

l. By submitting its Bid, the Bidder shall be deemed to have unconditionally accepted the terms of this clause in their entirety, including the finality of the End Client's decision, the trade-wise evaluation mechanism, and the exclusion of NITCON's liability as set out herein.

26. Financial Scoring

a. The Financial Bids of technically qualified Bidders shall be opened in the presence of their authorised representatives.

b. Financial Bids shall be evaluated on the total all-inclusive service fee for the estimated quantity set out in Annexure XIII. Any arithmetical errors shall be corrected by NITCON and the corrected figure shall be treated as the evaluated fee.

27. Combined Score & Award

a. The Combined Score shall be calculated for each qualifying Bidders. The Bidder with the highest Combined Score shall be recommended for award.

b. In the event of a tie in Combined Scores, the Bidder with the higher Technical Score shall be preferred.

c. NITCON's right to accept or reject any or all bids, or to annul the selection process at any stage prior to issuance of the LoA and/ or after issue of LOA, without assigning reasons and without liability to any bidder.

28. Basis of Evaluation and Non-Discrimination

a. Evaluation of Bids under this RFP including Technical Evaluation, Sample Toolkit Evaluation, and Financial Evaluation shall be conducted strictly on the basis of the terms, conditions, specifications, and criteria expressly stated in this RFP and its amendments/corrigenda, if any. No undisclosed, informal, or extraneous condition shall be applied, and no essential condition prescribed in this RFP shall be relaxed, waived, or overlooked in respect of any Bidder.

b. In line with the guidance issued by the Department of Expenditure, Ministry of Finance, Government of India, under the Manual for Procurement of Goods/Works, evaluation shall be so conducted as to protect the interest of the NITCON, while ensuring that no Bidder is given an undue advantage over other Bidders at any stage of the procurement process.

c. Accordingly, all eligibility criteria, technical specifications, and evaluation parameters prescribed in this RFP shall be:

i. Directly relevant and proportionate to the scope, nature, and criticality of the goods/services to be procured;

ii. Framed in generic, technology-agnostic, and product-agnostic terms, save where a specific standard, certification, or technical parameter is genuinely and demonstrably necessary for the project;

iii. Applied uniformly and consistently to all Bidders, without discrimination, favour, or disadvantage to any Bidder or class of Bidders.

d. No condition shall be inserted, interpreted, or applied in this RFP in a manner that has the effect of restricting fair competition, narrowing the field of eligible Bidders without justifiable cause, or conferring an advantage on any particular Bidder, product, OEM, or technology.

e. Any Bidder who considers a specific condition of this RFP to be unduly restrictive, disproportionate, or not genuinely necessary for the scope of work may raise the same as a pre-bid query, in the manner prescribed in this RFP, for consideration by NITCON's competent authority.

f. This Clause shall apply to, and inform the interpretation of, all other clauses of this RFP, including but not limited to eligibility criteria, technical specifications, sample toolkit evaluation, and any digital/cybersecurity-related requirements prescribed herein.

29. Scope of Services

The Agency shall provide the following end-to-end services under this contract:

a. Sourcing & Procurement Management: Identification of OEM-authorised suppliers, quality negotiation, purchase order management, and pre-dispatch quality inspection for all toolkit items as per Annexure II.

The successful bidder shall ensure that all toolkit items are subjected to a comprehensive multi-stage inspection process. NITCON Limited and/or its authorised representatives, including any 'Third-Party Inspection Agency' appointed by NITCON, shall have the unrestricted right to inspect, verify and test the toolkit items at any stage of procurement, manufacture, assembly, packaging, storage, transportation and distribution. The bidder shall provide full access, necessary infrastructure, records and assistance to facilitate such inspections without any additional cost to NITCON. Inspection, testing, physical receipt, storage, delivery, processing of an invoice, payment, use of any item, failure to inspect within any specified period, or any other act or omission by NITCON or the End Client shall not constitute deemed acceptance or waiver of any contractual right.

NITCON and/or the End Client shall retain the right to reject or require replacement of any defective, damaged, counterfeit, non-conforming or latent-defect item discovered at any time during the Contract or warranty period.

b. **Packaging**: Standard branded packaging with End Client / NITCON branding as approved; trade-specific labelling; robust outer packaging for transit; inclusion of warranty card and usage guide in each kit. No product customisation shall be carried out by the Agency. Items shall be supplied as per OEM specifications and approved samples, with only standard branding and labelling applied.
c. **Logistics & Last-Mile Distribution:** Warehousing, transport, loading/unloading, and doorstep / centre-based delivery to verified beneficiaries in designated districts of Uttar Pradesh.
d. **Transit insurance at Agency's cost:** The Agency shall maintain adequate transit/cargo insurance covering the full replacement value of all Safety Toolkits until verified delivery to the authorised beneficiary. NITCON may require copies of the relevant insurance policy/certificate and claims documentation. Risk of loss, damage, theft or deterioration remains with the Agency until verified delivery.
e. **Beneficiary Verification & Acknowledgement:** OTP / biometric / End Client Registration ID and physical signature-based verification of each beneficiary at the time of delivery and collection of signed acknowledgements. The Agency shall deliver Safety Toolkits ONLY to beneficiaries whose names appear in the Beneficiary List provided by NITCON. Safety Toolkits shall NOT be distributed to all workers under End Client as a batch. NITCON will furnish a specific, authorised list of beneficiaries (district-wise, trade-wise) to the Agency after issuance of the LoA / Purchase Order. The Agency shall not distribute Safety Toolkits to any person not on the NITCON-provided beneficiary list, irrespective of their registration status under the End Client. Any distribution outside the authorised list shall not be counted as a valid delivery and shall not be eligible for payment. The Agency shall immediately report to NITCON any discrepancy or difficulty in locating beneficiaries on the list.
f. **Data Management & MIS Reporting:** Real-time progress dashboard accessible to NITCON; weekly progress reports; district-wise delivery status; exception reporting (rejections, non-contactable beneficiaries, damaged goods).
g. **Quality Assurance:** Pre-dispatch inspection reports (with photographic evidence) for each consignment; joint inspection facility for NITCON representatives; replacement of rejected items at Agency’s cost within 7 days.
h. **Warranty Management:** Post-delivery complaint logging; warranty servicing / replacement within 12 months from the date of verified delivery and acceptance of the respective Safety Toolkit by the authorised beneficiary.

30. Standards & Quality

All toolkit items procured and supplied under this contract shall conform to the specifications in Annexure II. Items must be new, unused, and free from defects. The Agency shall maintain sourcing only from OEM-authorised channels and submit procurement records on request.

31. Performance Security

a. 3% of total contract value, as a Performance Bank Guarantee from a scheduled commercial bank, within 7 days of grant of LoA.
b. The Performance Bank Guarantee shall be discharged upon satisfactory completion of all service obligations including warranty period.

c. Where the Contract Value is increased pursuant to an increase in quantity, the Agency shall furnish additional Performance Security within 7 days of such increase so that the aggregate Performance Security remains equal to 3% of the revised Contract Value.
d. If any amount is recovered, deducted or encashed from the Performance Security during the Contract Period, the Agency shall replenish the Performance Security to the originally required amount within 7 days of written demand by NITCON.

32. Service Delivery Timeline

Sl.	Milestone / Service Deliverable	Timeline from LoA
1	Contract signing and Performance Security submission	Within 7 days
2	Submission of detailed Delivery & Distribution Plan	Within 10 days
3	Procurement completion (all items ordered from OEMs)	Within 20 days
4	Pre-dispatch inspection by NITCON / Agency (first batch)	Within 25 days
5	Commencement of distribution to beneficiaries	Within 30 days
6	Completion of 25% of total toolkit quantity — M1	Within 40 days
7	Completion of 50% of total toolkit quantity — M2	Within 50 days
8	Completion of 75% of total toolkit quantity — M3	Within 55 days
9	Full completion — 100% delivery & data upload — M4	Within 60 days
10	Warranty period (from delivery date)	12 months

33. Number of Safety Toolkits

Bidders must clearly establish their/ OEM production capacity in the Technical Bid. The following conditions apply:

a. The bidder must have a minimum installed/available production capacity of 20,000 Nos. of Safety Toolkits per month, or the ability to mobilize equivalent capacity.
b. In the event of quantity scale-up (up to 1,00,000 Nos.), the bidder shall confirm readiness in writing and commence enhanced supply within the timeline specified by NITCON Limited.
c. Failure to meet the scaled-up delivery schedule shall attract penalties as per the agreement/purchase order terms.
d. The initial order quantity is 20,000 (Twenty Thousand) Nos. of Safety Toolkits. NITCON Limited reserves the right to increase this quantity up to 1,00,000 (One Lakh) Nos. based on actual requirement. The successful bidder must demonstrate the capacity to scale up production and fulfil the enhanced quantity within a short span of time as may be stipulated in the purchase/supply order. The bidder shall not be entitled to any claim or compensation on account of such variation in quantity.
e. The Initial phase of 20,000 Safety Toolkits covers seven (7) districts of Uttar Pradesh namely, Ayodhya, Gautam Budh Nagar, Ghaziabad, Gorakhpur, Jhansi, Lucknow and Varanasi. However, coverage may be extended to other districts of the State as the

programme progresses. Final quantities shall be as specified in the Work Order / Purchase Order.

34. Payment Terms

Payment shall be released against completed service deliverables on a milestone basis, subject to the following terms:

a. Payments shall be released in instalments against the completed delivery and written acceptance by the End Client of each batch of 1,000 Safety Toolkits.
b. Payment shall become due only upon the successful delivery and acceptance of 1,000 or more Safety Toolkits under a milestone. Partial deliveries of fewer than 1,000 Safety Toolkits shall not qualify for payment unless otherwise approved in writing by the End Client.
c. The Agency shall submit a tax invoice, together with all supporting documents, including delivery reports, acceptance certificates, and any other documents reasonably required by the End Client, upon completion of each milestone.
d. The payment to the Bidder/Agency shall be processed by NITCON Limited subject to acceptance of the deliverables and supporting evidences by the Client, confirmation of completion of the deliverables to the satisfaction of the Client, and receipt of payment from the Client against the said deliverables. Thereafter, payment shall be released within 30 (thirty) days of receipt of a complete and accurate invoice, along with all required supporting documentation, subject to verification and acceptance thereof by NITCON Limited.
   The 30-day period shall commence only from the later of:
   i. receipt by NITCON of the corresponding payment from the End Client/concerned Department; and
   ii. receipt and acceptance by NITCON of a complete, correct and undisputed invoice together with all required supporting documents."
e. No interest, financing charge, carrying cost, compensation or damages shall be payable for any period during which corresponding End Client funds have not been received by NITCON.
f. Any deficiencies, discrepancies, or non-conformities identified during the verification process shall be rectified by the Agency at no additional cost before the corresponding payment is released.
g. The final payment shall be subject to successful completion of all contractual obligations, submission of all required reports and documentation, and final acceptance by the End Client.

Important Notes on Payment:

a. No advance payment shall be made under any circumstances.
b. All payments are subject to NITCON receiving funds from the End Client / concerned department.
c. TDS shall be deducted at source as per the Income Tax Act, 1961/2025.
d. No payment shall be made for Safety Toolkits rejected at inspection or not delivered to verified beneficiaries.

35. Service Level Agreement (SLA) — Key Performance Indicators

The Agency shall comply with the following minimum SLA standards (detailed SLA at Annexure XIV):

KPI	Target	Measurement
Toolkit delivery success rate	100% of beneficiaries in each district	Verified acknowledgements
Beneficiary data upload *Turnaround Time (TAT)*	Within 24 hrs of each delivery event	Portal timestamp
Rejected kit replacement TAT	Within 7 days of intimation	NITCON log
Warranty complaint resolution *TAT*	Within 7 days of complaint receipt	Replacement by Agency
Weekly MIS report submission	100% on time every week	Email / portal
Pre-dispatch inspection failure rate	< 5% of items in any consignment	Inspection report and entire affected consignment shall be rejected/returned/replaced at Agency's cost, without prejudice to other contractual remedies.

36. Liquidated Damages

a. For delay beyond contracted milestones: 0.2% of the value of delayed service (corresponding milestone value) per week or part thereof, subject to a maximum of 5% of total contract value.

b. For SLA breaches (per occurrence): Rs. 5,000/- per day per KPI breach.

c. For beneficiary data not uploaded within the prescribed TAT: Rs. 50/- per beneficiary per day of delay beyond 24 hours.

The consolidated SLA Penalty Schedule, including the above and all other SLA-linked deductions (warranty complaint resolution delay, pre-dispatch inspection failure), is maintained as a single reference at Annexure XIV.

37. Inspection During Integration and Delivery

NITCON shall have the affirmative duty and right to inspect Safety Toolkits at all stages of the service chain, including but not limited to: **(a) During Procurement / Integration:** NITCON representatives shall have the right to inspect items at the Agency's warehouse or at OEM / supplier premises during the procurement / assembly / integration / packaging stage, before dispatch. The Agency shall provide reasonable access, prior intimation of dispatch schedules, and full cooperation to NITCON inspectors. NITCON may deploy its own inspectors or engage a third-party inspection agency at NITCON's cost for this purpose. **(b) During Delivery:** NITCON shall have the right to deploy representatives / observers at distribution points to verify that the correct Safety Toolkits as per specification and approved sample are being delivered to the correct beneficiaries. The Agency shall not obstruct, delay, or interfere with NITCON's inspection at any stage. Failure to provide access for inspection shall constitute a material breach of contract. NITCON's inspection and acceptance shall not relieve the Agency of its warranty obligations or responsibility for latent defects discovered after acceptance.

38. Risk and Cost for Non-Supply / Short Supply

In the event the Agency fails to supply, short-supplies, or fails to deliver Safety Toolkits to beneficiaries within the stipulated timelines and quantities as per the Purchase Order / LoA, NITCON reserves the right to procure such undelivered / short-supplied Safety Toolkits from any alternate source at the Agency's risk and cost. The differential cost (being the excess cost over the contracted rate incurred by NITCON in procuring from the alternate source, including all incidental charges) shall be recoverable from the Agency by way of deduction from any payments due, encashment of the Performance Bank Guarantee, or by any other lawful means available to NITCON. The Agency shall also remain liable for any damages, losses, or liabilities suffered by NITCON or End Client arising from non-supply or short supply, including reputational harm, beneficiary dissatisfaction, and programme delays. This right of risk purchase shall be in addition to and not in derogation of any other rights or remedies available to NITCON under the contract or applicable law.

NITCON shall not be required to first terminate the Contract before exercising its risk-purchase rights for the affected quantity. Risk purchase may be exercised for the affected quantity while the Contract continues for the balance quantity.

39. Warranty Obligations

The Agency shall provide a 12-month warranty from date of delivery and acceptance of each toolkit. During the warranty period, the Agency shall replace any defective / damaged item free of all charges within 7 days of intimation from NITCON or the beneficiary. Failure to replace within 7 days shall entitle NITCON to procure the replacement at the Agency's risk and cost, deductible from the Performance Bank Guarantee.

40. Prices & Service Fee

a. The Service Fee quoted shall be all-inclusive covering the cost of toolkit items, standard branded packaging, labelling, logistics, transit insurance, last-mile delivery, beneficiary data capture, digital reporting, warranty management, and all other charges.

b. Prices shall remain firm and fixed throughout the contract period and shall not be subject to variation on any account.

c. The estimated quantity of Safety Toolkits under this contract is initial 20,000 (Twenty Thousand) sets, distributed across the 3 trades as per the beneficiary list to be furnished by NITCON. The Estimated Contract Value is directly correlated with this quantity and shall be computed as: 20,000 sets × per-unit all-inclusive service fee as quoted and accepted. NITCON reserves the right to increase or decrease the total toolkit quantity upto 1,00,000 numbers at the same per-unit service fee.

d. The initial estimated quantity under the Contract is 20,000 (Twenty Thousand) Safety Toolkit sets. NITCON reserves the right, based upon the actual requirement of the End Client/programme, to increase the aggregate quantity up to 1,00,000 (One Lakh) Safety Toolkit sets during the Contract Period, including by issuance of one or more Purchase Orders/Work Orders, at the accepted per-unit Service Fee and on the same contractual terms and conditions. NITCON shall have no obligation to place orders for the entire estimated quantity of 20,000 sets or any further quantity up to 1,00,000 sets.

e. The Agency shall not procure quantities in excess of the quantities specifically authorised by NITCON in writing. Any unauthorised excess procurement or inventory shall be entirely at the Agency's risk and NITCON shall have no obligation to purchase, reimburse or compensate the Agency for such quantity.

41. Escalation Clause

Notwithstanding the firm and fixed nature of prices for the base contract period of 18 months, in the event NITCON or End Client issues a formal extension of the contract period beyond 18 months due to operational requirements, NITCON may, at its sole discretion, consider a price escalation of up to 5% per annum on the per-unit service fee, applicable only on the quantities to be delivered during the extended period. Such escalation, if approved, shall be based on the Wholesale Price Index (WPI) or Consumer Price Index (CPI) for the relevant period, as published by the Government of India, and shall be subject to: (a) a formal written request by the Agency submitted at least 30 days before expiry of the base contract period; (b) supporting documentary evidence of cost escalation; and (c) prior written approval of NITCON. No escalation shall be payable unless expressly approved in writing by NITCON. The Agency shall have no right to claim escalation as a matter of right under any circumstances during the original contract period.

42. Force Majeure

The Agency shall not be liable for liquidated damages or termination for default in the event of a Force Majeure event (Acts of God, war, government acts, epidemics / pandemics, natural disasters) provided the Agency notifies NITCON in writing within 7 days of the event's commencement. NITCON's decision on applicability of Force Majeure shall be final.

Force Majeure shall not include shortage of funds, financial difficulty, increase in prices, inflation, shortage of manpower, shortage/non-availability of materials, failure of OEM/supplier/sub-vendor, transportation difficulties ordinarily foreseeable, market conditions, commercial hardship, labour/industrial issues confined to the Agency or its suppliers, or failure to make adequate procurement arrangements.

43. Code of Integrity

Both NITCON and all Agencies shall observe the highest standards of ethics throughout the procurement and execution process. Corrupt, fraudulent, anti-competitive, coercive, or obstructive practices shall result in disqualification, forfeiture of security, and debarment from future NITCON procurements.

44. Termination for Default

NITCON may terminate the Contract, in whole or in part, by written notice to the Agency upon occurrence of any of the following:

a) failure to commence or complete any contractual milestone within the stipulated timeline;
b) persistent or material failure to meet the SLA/KPI requirements;
c) failure to supply the required quantity within the authorised Purchase Order/Work Order;
d) refusal, failure or inability to accept or execute an authorised Purchase Order/Work Order;
e) unauthorised suspension, abandonment, slowing down or discontinuation of services;
f) failure to furnish, extend, top-up or replenish the Performance Security;
g) unauthorised subcontracting, assignment or transfer;
h) supply of fake, counterfeit, spurious or materially non-conforming items;
i) submission of false, forged or materially misleading documents/declarations;
j) insolvency, winding-up or cessation of business;
k) serious or repeated breach of data-security/confidentiality obligations;
l) repeated failure to rectify rejected supplies or warranty complaints;
m) any other material breach of the Contract.

A cure period of 15 days shall be provided for material breaches. Upon termination, NITCON may procure the services at the Agency's risk and cost.

For fraud, corruption, counterfeit/fake supply, forged documents, unauthorised suspension/abandonment, serious data breach or unauthorised subcontracting, NITCON may terminate without providing a cure period.

45. Penalty for Supply of Fake, Spurious, or Non-Conforming Safety Toolkits

If, at any stage during inspection, delivery, or post-delivery verification, it is found that the Agency has supplied: (a) fake, spurious, or counterfeit items; (b) items different from those approved in the sample toolkit submitted with the Technical Bid; (c) items not conforming to the specifications in Annexure II; or (d) items falsely represented as OEM-authorised or BIS-certified, the following consequences shall apply: (i) the entire affected consignment shall be rejected and returned to the Agency at its cost; (ii) a penalty of 200% of the value of the fake / non-conforming / different items shall be levied and recovered from the Agency by deduction from payments due or from the Performance Bank Guarantee; (iii) the contract shall be summarily terminated without cure period; (iv) the EMD and Performance Bank Guarantee shall stand forfeited in full; (v) the Agency shall be blacklisted from future NITCON and End Client procurements; and (vi) the matter shall be reported to appropriate authorities including law enforcement agencies if criminal intent is established. NITCON's determination of non-conformance or fake supply, based on inspection, testing, or comparison with approved samples, shall be final and binding on the Agency.

NITCON's determination of non-conformance or fake supply, based on inspection, testing or comparison with the approved sample, shall be final for the purposes of operational acceptance, rejection and immediate contractual action, without prejudice to the Agency's rights under Clause 48.

46. Exclusive Communication

Agency shall deal exclusively with NITCON. Direct communication with End Client, district authorities or beneficiaries regarding contractual issues without written authorization shall constitute breach of contract.

The Agency shall deal with NITCON as the sole contractual authority. The Agency shall not directly approach, negotiate with, seek instructions from or make commitments to the End Client, district authorities or other government authorities regarding contractual, commercial, scope, price, quantity, extension, payment or policy matters without prior written authorisation of NITCON.

Routine operational communication with authorised beneficiaries strictly for scheduling, verification and delivery shall be permitted in accordance with NITCON's instructions.

47. Price reasonability

If a financial bid is found abnormally low, NITCON may seek detailed cost justification and reject the bid if satisfactory justification is not furnished.

48. Dispute Resolution & Arbitration

Disputes shall first be resolved through mutual discussion within 30 days. If unresolved, the matter shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (as amended). A sole arbitrator shall be mutually appointed. Seat and language of arbitration: New Delhi and English. The arbitral award shall be final and binding. The Agency shall continue performing its obligations during arbitration unless otherwise directed by NITCON.

Nothing in the dispute-resolution provision shall entitle the Agency to suspend performance.

49. Miscellaneous

a. **Non-Assignment**: Service obligations may not be transferred without NITCON's prior written approval.
b. **Confidentiality:** All of End Client beneficiary data and NITCON information shall be treated as strictly confidential, used solely for contract purposes, and not shared with any third party.
c. **Data Protection:** The Agency shall comply with applicable data protection laws and shall not retain beneficiary data beyond the contract period.
d. **Indemnification**: The Agency shall indemnify NITCON against all claims, losses, damages, and liabilities arising from service execution, including IP claims and data breaches.
e. **No Fiduciary Relationship:** Nothing herein creates an employer-employee, principal-agent, or partnership relationship between NITCON and the Agency.

50. Roles, Responsibilities and Obligations of Agency

The Agency

a. shall be responsible for procurement, storage, and supply of complete Safety Toolkits as per Annexure II, and shall ensure availability of Safety Toolkits at designated locations within timelines specified by NITCON. The list of beneficiaries shall be shared by the NITCON from time to time (Declaration to be attached).
b. shall maintain adequate warehousing facilities, preferably across multiple regions, for efficient storage and distribution of Safety Toolkits.

c. shall maintain sufficient inventory levels to ensure uninterrupted supply and timely delivery of Safety Toolkits as per project requirements.
d. shall supply tools/items strictly as per approved specifications. Any change or deviation shall require prior written approval of NITCON.
e. shall ensure timely delivery of Safety Toolkits to designated beneficiaries/locations within the timelines prescribed by NITCON.
f. shall be solely responsible for the quality, quantity, warranty, and overall compliance of all Safety Toolkits.
g. shall be responsible for safe handling, storage, and transportation of Safety Toolkits. Any loss, damage, or deterioration shall be borne by the Agency.
h. shall ensure that all supplied Safety Toolkits are new, unused, and compliant with specifications.
i. shall ensure that supplied products are not obsolete and have adequate market availability and support during the warranty and post-warranty period.
j. shall ensure proper packaging of Safety Toolkits for safe handling, transportation, and delivery.
k. shall provide a warranty document with each toolkit, containing details of warranty coverage, service support, and contact information, where applicable.
l. shall follow GST-compliant invoicing mechanisms and ensure proper documentation for each toolkit supplied to beneficiaries.
m. shall be responsible for all regulatory, statutory, taxation, and legal compliances related to the execution of the contract.
n. shall provide applicable GST rates and related details at the time of contract execution.
o. shall comply with all instructions issued by NITCON from time to time for effective execution of the project.
p. shall be responsible for all manpower engaged and shall comply with applicable labour laws. NITCON shall not be liable for any disputes arising between the agency and its personnel.
q. Any other activity required for successful execution of the project, even if not explicitly mentioned, shall be carried out by the agency without any additional cost.
r. shall provide, implement, host, operate, and maintain a secure web-based Digital Beneficiary Tracking Platform for end-to-end monitoring of toolkit distribution and beneficiary verification throughout the contract period.
s. The platform shall provide real-time tracking of toolkit distribution, beneficiary registration, delivery status, inventory movement, GPS/geo-tagged delivery records, OTP and/or biometric verification, digital acknowledgement, MIS reports, dashboards, and audit trails for monitoring by the NITCON.
t. The Agency shall ensure secure user authentication, role-based access control, data backup, reporting, and integration capabilities as required by the NITCON. The platform shall be available 24×7 with adequate uptime and technical support.
u. The Agency must provide active, functioning demo login credentials (User ID and Password) and an accessible URL/web-link for the Digital Beneficiary Tracking Platform within Cover I (Technical Bid). The submitted platform shall demonstrate a live working dashboard capable of displaying real-time distribution metrics, GPS/geo-tagged delivery tracking, and OTP/biometric verification logs.

v. The Agency shall ensure that all beneficiary data, transaction logs, reports, and system records are securely stored, protected, and made available to NITCON throughout the contract period.

w. The Agency shall provide, deploy, configure, commission, and maintain a Web Application & API Protection Solution to secure the Digital Beneficiary Tracking Platform and all associated web applications and APIs.

x. The proposed WAAP shall hold valid ISO 27001 and STQC certifications.

ANNEXURE I — TENTATIVE DISTRICT & TRADE-WISE DISTRIBUTION OF SAFETY TOOLKITS

The table below sets out the tentative district-wise and trade-wise break-up of the estimated initial 20,000 Safety Toolkits envisaged under this RFP, derived from preliminary beneficiary data. In the initial phase, distribution shall cover seven (7) districts of Uttar Pradesh, namely Ayodhya, Gautam Budh Nagar, Ghaziabad, Gorakhpur, Jhansi, Lucknow and Varanasi.

Depending on programme requirements and beneficiary enrolment, the scope of distribution may subsequently be extended to other districts of Uttar Pradesh as well.

District	Assistant Mason	Assistant Bar Bender & Steel Fixer	Assistant Shuttering Carpenter
Ayodhya	347	71	32
Gautam Budh Nagar	3415	1277	1392
Ghaziabad	1306	975	430
Gorakhpur	378	66	93
Jhansi	4265	0	137
Lucknow	1634	209	696
Varanasi	2374	559	344
Total	**13719**	**3157**	**3124**

Grand Total Safety Toolkits (Tentative, all districts, all trades): 20,000

Note: The figures indicated above are tentative and indicative in nature, based on data available at the time of issuance of this RFP. The final district-wise and trade-wise quantities of Safety Toolkits to be procured, supplied and distributed shall be as specified in the Purchase Order / Work Order / Letter of Award issued to the Agency, and may vary from the figures shown here, including on account of extension of coverage to additional districts of Uttar Pradesh.

ANNEXURE II — TOOLKIT ITEM TECHNICAL SPECIFICATIONS

(Note: Agency to confirm acceptance in the Technical Compliance Sheet. All items must conform to minimum specifications in Annexure II. Partial compliance shall render the Proposal non-responsive.)

TRADE: ASSISTANT MASON

Tool / Item	Specification	Photo
Dust Mask (Construction Grade)	• Filtration Efficiency: Minimum 90% dust filtration • Type: Disposable N95 or FFP2 particulate mask • Layer Structure: Minimum 3-layer non-woven fabric • Design: Fold-flat or cup-style • Nose Clip: Adjustable metal strip • Straps: Elastic headband	
First Aid Pocket Kit	• Case: High-Density Polyester/Nylon Pouch (EVA rubber, velvet inside, laminated polyester outer) • Clinical thermometer (mercury-free), digital, 35°C–42°C, accuracy -0.15°C to +0.10°C • Band Aid (3 pcs) - 1.9 cm x 7 cm, Benzalkonium Chloride 0.5% w/w • Cotton bandage - 3 mtr x 5 cm, 8 ply • Sterile Gauze Swab (2 pcs) - 5x5 cm, 70% v/v Isopropyl Alcohol • Antiseptic Wipes / Alcohol Swab (3 pcs) - 70% v/v IPA, non-woven spunlace • Cotton Swabs (3 pcs) - 7 cm, high absorbent, 5 mm bulb • Antiseptic Ointment (1 tube, 5g) - 5% w/w slow-release Iodine • Elastic Bandage (1 pc) - 5 cm x 4 m, stretches 150% • Adhesive Tape Roll (1 pc) - highly breathable • Eye Rinse / Saline Solution (10 ml vial) • Pain relief spray (30 ml) - Diclofenac Diethylamine, Linseed Oil, Methyl Salicylate, Menthol • Scissor - 140 mm, high carbon stainless steel All consumable/medical/pharmaceutical items supplied in the First Aid Pocket Kit shall have a minimum remaining shelf life of **at least 80% of their original shelf life.**	

Tool / Item	Specification	Photo
	All such consumable/medical/pharmaceutical items shall comply with applicable statutory/regulatory requirements and shall bear valid manufacturer details, batch/lot number, manufacturing date and expiry date, wherever applicable.	
Measuring Tape	• Length: 5 meters • Blade Material: Carbon steel with lacquer finish • Blade Width: Minimum 15 mm • Lock Mechanism: Manual Slide Lock • Body: High-Impact ABS Plastic • Accuracy: Class II compliant	
Reflective Jacket	• Material: Lightweight polyester fabric • Reflective Tape: 2-inch high-intensity tape (front & back) • Color: Fluorescent orange colour • Size: Free size adjustable • Closure: Velcro • Visibility: 100 meters minimum	
Safety Boots	• Toe: 150 Joule steel toe cap • Sole: PU sole (anti-slip, oil resistant) • Upper Material: Leather or synthetic leather • Ankle Support: Padded • Outsole: Slip-resistant; anti-puncture protection • Size Range: 6–10 (India) • Standard: IS 15298 equivalent	
Safety Goggles	• Lens Material: Polycarbonate • Protection: UV, dust, cement splash • Coating: Anti-fog • Ventilation: Ventilated design suitable for construction use • Strap: Adjustable elastic band	
Safety Helmet	• Material: HDPE high-density shell • Suspension: Adjustable internal suspension system • Chin Strap: Included • Sweatband: Integrated sweatband • Impact Resistance: IS 2925 standard	
Disposable Ear Plugs (2 Nos.)	• Soft, skin-friendly PU (polyurethane) foam or PVC foam, non-toxic, non-allergenic • High-visibility (e.g., bright orange) for easy visual verification of usage	

Tool / Item	Specification	Photo
Spirit Level	• Length: 12 inch (300 mm) • Body: Aluminium or rigid composite body • Vials: 2 vials (horizontal, vertical) • Accuracy: 1.5 mm/m	
Tool Bag	• Material: 600D polyester fabric • Reinforcement: Standard reinforced base • Pockets: Multiple internal and external pockets • Handles: Dual carry handles • Size: Medium	
Scraper	• Blade Width: Approximately 3 inches • Blade Material: Carbon Steel • Handle: Ergonomic PVC grip • Thickness: Minimum approx. 1.0 mm or above	

Dust Mask (Construction Grade)	• Filtration Efficiency: Minimum 90% dust filtration • Type: Disposable N95 or FFP2 particulate mask • Layer Structure: Minimum 3-layer non-woven fabric • Design: Fold-flat or cup-style • Nose Clip: Adjustable metal strip • Straps: Elastic headband	
First Aid Pocket Kit	• Case: High-Density Polyester/Nylon Pouch (EVA rubber, velvet inside, laminated polyester outer) • Clinical thermometer (mercury-free), digital, 35°C–42°C, accuracy -0.15°C to +0.10°C • Band Aid (3 pcs) - 1.9 cm x 7 cm, Benzalkonium Chloride 0.5% w/w • Cotton bandage - 3 mtr. x 5 cm, 8 ply • Sterile Gauze Swab (2 pcs) - 5x5 cm, 70% v/v Isopropyl Alcohol • Antiseptic Wipes / Alcohol Swab (3 pcs) - 70% v/v IPA, non-woven spun lace • Cotton Swabs (3 pcs) - 7 cm, high absorbent, 5 mm bulb • Antiseptic Ointment (1 tube, 5g) - 5% w/w slow-release Iodine • Elastic Bandage (1 pc) - 5 cm x 4 m, stretches 150% • Adhesive Tape Roll (1 pc) - highly breathable • Eye Rinse / Saline Solution (10 ml vial) • Pain relief spray (30 ml) - Diclofenac Diethylamine, Linseed Oil, Methyl Salicylate, Menthol • Scissor - 140 mm, high carbon stainless steel All consumable/medical/pharmaceutical items supplied in the First Aid Pocket Kit shall have a minimum remaining shelf life of **at least 80% of their original shelf life.** All such consumable/medical/pharmaceutical items shall comply with applicable statutory/regulatory requirements and shall bear valid manufacturer details, batch/lot number, manufacturing date and expiry date, wherever applicable.	
Measuring Tape	• Length: 5 meters • Blade Material: Carbon steel with lacquer finish • Blade Width: Minimum 15 mm • Lock Mechanism: Manual Slide Lock • Body: High-Impact ABS Plastic	

	• Accuracy: Class II compliant	
Reflective Jacket	• Material: Lightweight polyester fabric • Reflective Tape: 2-inch high-intensity tape (front & back) • Color: Fluorescent orange colour • Size: Free size adjustable • Closure: Velcro • Visibility: 100 meters minimum	
Safety Boots	• Toe: 150 Joule steel toe cap • Sole: PU sole (anti-slip, oil resistant) • Upper Material: Leather or synthetic leather • Ankle Support: Padded • Outsole: Slip-resistant, oil-resistant and anti-puncture-Size Range: 6–10 (India) • Standard: IS 15298 equivalents	
Safety Goggles	• Lens Material: Polycarbonate • Protection: UV, dust, cement splash • Coating: Anti-fog • Ventilation: Ventilated design suitable for construction use • Strap: Adjustable elastic band	
Safety Helmet	• Material: HDPE high-density shell • Suspension: Adjustable internal suspension system • Chin Strap: Included • Sweatband: Integrated sweatband • Impact Resistance: IS 2925 standard	
Spirit Level	• Length: 12 inch (300 mm) • Body: Aluminium or rigid composite body • Vials: 2 vials (horizontal, vertical) • Accuracy: 1.5 mm/m	
Tool Bag	• Material: 600D polyester fabric • Reinforcement: Standard reinforced base • Pockets: Multiple internal and external pockets • Handles: Dual carry handles • Size: Medium	
Binding Wire Cutter	• Length: 8 inches • Material: High-carbon steel • Blade Type: Hardened cutting jaws for smooth cutting • Handle: PVC anti-slip grip • Cutting Capacity: Suitable for 16–18 gauge binding wires • Finish: Corrosion-resistant black oxide coating	

Combination Plier	• Length: 8 inches • Material: Hardened carbon steel or alloy steel • Jaw Type: Serrated jaws for firm grip • Cutting Edge: Induction hardened for durability • Grip: PVC anti-slip grip handles • Joint: Riveted box joint • Finish: Black oxide or anti-rust finish	

TRADE: ASSISTANT SHUTTERING CARPENTER

Dust Mask (Construction Grade)	• Filtration Efficiency: Minimum 90% dust filtration • Type: Disposable N95 or FFP2 particulate mask • Layer Structure: Minimum 3-layer non-woven fabric • Design: Fold-flat or cup-style • Nose Clip: Adjustable metal strip • Straps: Elastic headband	
First Aid Pocket Kit	• Case: High-Density Polyester/Nylon Pouch (EVA rubber, velvet inside, laminated polyester outer) • Clinical thermometer (mercury-free), digital, 35°C–42°C, accuracy -0.15°C to +0.10°C • Band Aid (3 pcs) - 1.9 cm x 7 cm, Benzalkonium Chloride 0.5% w/w • Cotton bandage - 3 mtr x 5 cm, 8 ply • Sterile Gauze Swab (2 pcs) - 5x5 cm, 70% v/v Isopropyl Alcohol • Antiseptic Wipes / Alcohol Swab (3 pcs) - 70% v/v IPA, non-woven spunlace • Cotton Swabs (3 pcs) - 7 cm, high absorbent, 5 mm bulb • Antiseptic Ointment (1 tube, 5g) - 5% w/w slow-release Iodine • Elastic Bandage (1 pc) - 5 cm x 4 m, stretches 150% • Adhesive Tape Roll (1 pc) - highly breathable • Eye Rinse / Saline Solution (10 ml vial) • Pain relief spray (30 ml) - Diclofenac Diethylamine, Linseed Oil, Methyl Salicylate, Menthol • Scissor - 140 mm, high carbon stainless steel All consumable/medical/pharmaceutical items supplied in the First Aid Pocket Kit shall have a minimum remaining shelf life of **at least 80% of their original shelf life.** All such consumable/medical/pharmaceutical items shall comply with applicable statutory/regulatory requirements and shall bear valid manufacturer details, batch/lot number, manufacturing date and expiry date, wherever applicable.	

Measuring Tape	• Length: 5 meters • Blade Material: Carbon steel with lacquer finish • Blade Width: Minimum 15 mm • Lock Mechanism: Manual Slide Lock • Body: High-Impact ABS Plastic • Accuracy: Class II compliant	
Reflective Jacket	• Material: Lightweight polyester fabric • Reflective Tape: 2-inch high-intensity tape (front & back) • Color: Fluorescent orange colour • Size: Free size adjustable • Closure: Velcro • Visibility: 100 meters minimum	
Safety Boots	• Toe: 150 Joule steel toe cap • Sole: PU sole (anti-slip, oil resistant) • Upper Material: Leather or synthetic leather • Ankle Support: Padded • Outsole: Slip-resistant; anti-puncture protection • Size Range: 6–10 (India) • Standard: IS 15298 equivalent	
Safety Goggles	• Lens Material: Polycarbonate • Protection: UV, dust, cement splash • Coating: Anti-fog • Ventilation: Ventilated design suitable for construction use • Strap: Adjustable elastic band	
Safety Helmet	• Material: HDPE high-density shell • Suspension: Adjustable internal suspension system • Chin Strap: Included • Sweatband: Integrated sweatband • Impact Resistance: IS 2925 standard	
Spirit Level	• Length: 12 inch (300 mm) • Body: Aluminium or rigid composite body • Vials: 2 vials (horizontal, vertical) • Accuracy: 1.5 mm/m	
Tool Bag	• Material: 600D polyester fabric • Reinforcement: Standard reinforced base • Pockets: Multiple internal and external pockets • Handles: Dual carry handles • Size: Medium	

Industrial Gloves	• Material: Nitrile-coated / HPPE blended fabric • Cut Resistance: EN388 Level 3 or higher • Grip: Anti-slip textured palm • Cuff: Elastic knit wrist • Size: Free size (medium to large)	
Handsaw	• Blade Length: 18–22 inches • Blade Material: High-carbon steel • Teeth Type: Impulse-hardened triple-ground teeth • Handle: Soft-grip ergonomic handle • TPI: 7–9 TPI (ideal for shuttering timber) • Coating: Rust-resistant coating finish	
Crowbar (Wrecking Bar)	• Length: 24–30 inches • Material: Forged carbon steel (single-piece) • Ends: Flat chisel end for prying shutter plates; gooseneck claw end for nail pulling • Coating: Anti-rust black oxide • Weight: 1.5–2.5 kg	
Claw Hammer	• Weight: 16 oz (450 g) • Material: Drop-forged carbon steel head • Handle: Fiberglass / wooden / rubber-coated ergonomic grip • Claw Type: Curved claw for nail pulling • Face: Milled or smooth striking face • Joint: Single-piece forging for durability • Coating: Anti-rust lacquer finish	

Note:

**The specifications mentioned in this Annexure indicate the minimum acceptable technical requirements. Any product/tool offered with specifications equal to or higher than the stated parameters shall be considered acceptable. Products/tools with specifications below the prescribed minimum requirements shall not be accepted. This provision ensures adequate quality, functionality, durability, and safety while promoting flexibility in product selection.*

***The Brand / Make of all items shall be clearly indicated by the Agency. The Maker's name in full must be stated. Only a single brand per item shall be quoted. Vague references such as 'Best India Make' or 'Equivalent Make' shall not be acceptable.*

ANNEXURE-III A- BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

Tender No.: ……………………………………

To,
NITCON Limited
Unit-317-A, D-21 Corporate Park, Sector-21, Dwarka, New Delhi – 110077

WHEREAS …………………………………………… (name and address of the bidder) (hereinafter called "the Bidder") has undertaken, in pursuance of Bid Document No. …………………… dated ……………………, to submit a bid for Procurement, Supply and Distribution of Trade-Wise Safety Toolkits (hereinafter called "the Bid").

AND WHEREAS it has been stipulated by you in the said Bid Document that the Bidder shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum of Rs. 10,00,000/- (Rupees Ten Lakh only) as security for compliance with its obligations in accordance with the Bid Document;

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs. 10,00,000/- (Rupees Ten Lakh only), and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Bid Document and without cavil or argument, any sum or sums within the limits of the amount of guarantee as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Bid Document shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the ……… day of ……………., 20……
…………………………………………………
(Signature of the Authorised Officer of the Bank)
Name and Designation of the Officer: …………………………………………………
Seal, Name & Address of the Bank and Branch: ……………………………………………

Note: The Bank Guarantee must be valid for a period of 60 (sixty) days beyond the proposal validity period. The Bank Guarantee shall be preferably from the branch at New Delhi or at the State Headquarters.

ANNEXURE III-B — BID SECURING DECLARATION (FOR MICRO & SMALL ENTERPRISES)

(To be submitted on Company Letterhead. Applicable only to MSEs registered under the Public Procurement Policy for MSEs Order, 2012 / Udyam Registration)

Date: ……………………….

To,

NITCON Limited, Unit-317-A, D-21 Corporate Park, Sector-21, Dwarka, New Delhi – 110077

Sub: Bid Securing Declaration in lieu of Earnest Money Deposit (EMD) — Tender No. NITCON/2026-27/TOOLKIT/01

Sir / Madam,

I / We, M/s …………………………………………………………………………………………… (hereinafter referred to as 'the Bidder'), having our registered office at ……………………………………………………………………………………………, do hereby solemnly declare as follows:

a. We are a Micro / Small Enterprise registered under the Udyam Registration Scheme of the Government of India, bearing Udyam Registration No. …………………………………………………, valid up to ……………………………
b. In terms of the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and the General Financial Rules, we are eligible for exemption from furnishing the Earnest Money Deposit (EMD) for this tender.
c. We hereby unconditionally and irrevocably declare that:
    (a) We shall not withdraw or modify our bid during the bid validity period of 180 days from the date of opening of Technical Bids.
    (b) We shall sign the Contract and submit the Performance Bank Guarantee within the timelines prescribed in the Bid Document, if selected for award.
    (c) We are aware that in the event of any of the above conditions being violated, NITCON shall be entitled to recover damages equivalent to the EMD amount of Rs. 10,00,000/- (Rupees Ten Lakh Only) from us by any legal means available, without prejudice to any other rights or remedies.
d. We enclose a self-attested copy of our valid Udyam Registration Certificate as proof of MSE status.
e. We understand that this Declaration shall stand in lieu of the EMD and shall be valid throughout the bid validity period and any extension thereof.
f. We further declare that the information provided herein is true and correct to the best of our knowledge and belief, and that we have not concealed any material fact.

Authorised Signatory (with Official Seal / Stamp):

Name: ………………………………………… Designation: ……………………………………

Organisation / Company: ………………………………………………………………………….

Date: ………………………. Place: ……………………….

Enclosure: Self-attested copy of Udyam Registration Certificate

ANNEXURE IV — AGENCY PROFILE FORM

Tender No.: NITCON/2026-27/TOOLKIT/01

(To be submitted on Company Letterhead, signed and stamped on all pages)

SECTION A — BASIC ORGANISATIONAL DETAILS

1. Full Legal Name of Agency	....
2. Year of Incorporation / Registration	....
3. Type of Entity	....
4. CIN / Registration No.	....
5. PAN No.	....
6. GST Registration No.	....
7. MSME / Udyam No. (if applicable)	....
8. Registered Office Address	....
9. Corporate / Principal Office Address	....
10. State(s) of Operation	....
11. Website	....
12. Primary Contact Person	....
13. Designation	....
14. Mobile No.	....
15. Official Email ID	....

SECTION B — FINANCIAL SUMMARY

Financial Year	Gross Turnover (Rs. Cr.)	Net Profit / Loss (Rs. Cr.)	Net Worth (Rs. Cr.)
FY 2022–23			
FY 2023–24			
FY 2024–25			
Average (3 Years)			

Note: Must be supported by CA Certificate with UDIN and Audited Financial Statements.

SECTION C — OPERATIONAL CAPACITY

Total Full-Time Employees on Payroll	....
Warehouse / Fulfilment Centre (Location)	....
Warehouse Area (sq. ft.)	....
Certifications held (ISO, BIS, etc.)	....
Digital Platform / App for Data Capture	....
States with active distribution presence	....

SECTION D — PROPOSED TEAM FOR THIS CONTRACT

Role	Name	Qualification	Relevant Experience (Years)
Project Manager			
Distribution Coordinator			
Quality Control In-charge			
Data / MIS Manager			

SECTION E — DECLARATION

I / We hereby certify that the information provided in this Profile Form is true, accurate and complete to the best of my / our knowledge and belief. I / We understand that any false statement or misrepresentation shall result in disqualification and forfeiture of EMD.

Authorised Signatory (with Official Seal / Stamp):

Name: .... Designation: ....
Organisation / Company: ....
Date: .... Place: ....

ANNEXURE V — EXPERIENCE & PAST PERFORMANCE STATEMENT

Tender No.: NITCON/2026-27/TOOLKIT/01

(To be submitted on Company Letterhead, signed and stamped on all pages. Attach separate sheets if required. Each entry must be supported by a Completion Certificate / Work Order from the organisation.)

PART A — QUALIFYING CONTRACTS (Government / PSU / Autonomous Body Safety Kit Distribution)

S. No.	Organisation Name & Address	Name of Contract / Project	Contract Ref. / PO No.	Period (From – To)	No. of Kits Distributed	Contract Value (Rs. Lakh)	Completion Certificate No. & Date
1							
2							
3							
4							
5							

Note: Minimum eligibility — at least one contract ≥ 5,000 kits OR two contracts ≥ 3,000 kits each, for Central / State Government welfare schemes in FY 2022–23, 2023–24, or 2024–25.

PART B — OTHER RELEVANT EXPERIENCE (Optional — for additional technical scoring)

S. No.	Client / Organisation	Nature of Work	Period	Value (Rs. Lakh)	Remarks
1					
2					
3					

DECLARATION

I / We hereby certify that the above information is true and correct. The supporting Completion Certificates / Work Orders are enclosed herewith as Annexure V-Enclosures (numbered V-1, V-2, … in sequence). I / We understand that NITCON reserves the right to verify the information provided and contact the cited client organisations directly.

Authorised Signatory (with Official Seal / Stamp):

Name: ………………………………………… Designation: ……………………………………

Organisation / Company: ……………………………………………………………………………

Date: ……………………… Place: ………………………

ANNEXURE VI — NON-BLACKLISTING AFFIDAVIT

Tender No.: NITCON/2026-27/TOOLKIT/01

(To be executed on Rs. 100/- Non-Judicial Stamp Paper and duly notarised. To be submitted on the letterhead of the deponent company.)

I, ………………………………………………………, son / daughter of ………………………………………………………………, aged ……… years, authorised signatory of M/s ………………………………………………………………… (hereinafter called 'the Agency'), having its registered office at ……, do hereby solemnly affirm and declare on oath as follows:

1. The Agency and its Directors / Partners / Proprietors / Key Managerial Personnel have NOT been blacklisted, debarred, or suspended from business dealings by any Central Government Ministry / Department, State Government, Public Sector Undertaking (PSU), Autonomous Body, Local Body, or any other government agency or instrumentality in India, as on the date of submission of this bid.

2. No criminal case, FIR, or charge sheet has been filed against the Agency or any of its Directors / Partners for offences related to fraud, financial misappropriation, corruption, or wilful default, in connection with any government contract or tender.

3. The Agency has not been issued a Show-Cause Notice or Final Order for suspension / debarment from any Central / State Government procurement authority that is currently pending or under appeal.

4. No winding-up petition or insolvency proceedings are pending against the Agency before any court, tribunal, or competent authority.

5. The Agency has not directly or indirectly provided, offered to provide, or promised to provide any illegal gratification, bribe, or undue advantage to any official of NITCON Limited or the End Client in connection with this tender.

6. I / We confirm that the above declarations are complete, true, and correct and that I / We have not omitted or suppressed any material fact.

7. I / We undertake that in the event any of the above declarations is found to be false or misleading at any stage, NITCON shall be entitled to:
(a) Reject the bid or cancel the contract, without any liability to the Agency;
(b) Forfeit the EMD and encash the Performance Bank Guarantee in full;
(c) Debar the Agency from future NITCON / End Client procurements; and
(d) Initiate appropriate legal proceedings.

Deponent:
Name: ……………………………………………… Designation: ……………………………
Organisation: ………………………………………………………………………………………
Date: …………………… Place: …………………

VERIFICATION

Verified at ……………………….. on this ……….. day of …………………….. 20…… that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed or falsely stated therein.

Deponent's Signature: …………………………………………

Notary Public / Oath Commissioner: …………………………………………

Registration No.: ……………………   Date: ……………………

Seal of Notary:

ANNEXURE VII — MANUFACTURER'S AUTHORISATION FORM (MAF)

Tender No.: NITCON/2026-27/TOOLKIT/01

(To be issued on the OEM's / Manufacturer's official letterhead, addressed to NITCON Limited, signed by an authorised signatory of the OEM. A separate MAF is required for each OEM / product category where BIS certification or OEM authorisation is mandated.)

Date: ....

To,
NITCON Limited
Unit-317-A, D-21 Corporate Park, Sector-21, Dwarka, New Delhi – 110077

Sub: Manufacturer's Authorisation for supply of .... under Tender No. NITCON/2026-27/TOOLKIT/01

Dear Sir / Madam,

We, M/s .... (hereinafter referred to as 'the Manufacturer'), having our registered / manufacturing facility at ...., do hereby confirm and authorise as follows:

1. Authorisation

We hereby authorise M/s .... (hereinafter referred to as 'the Authorised Agency'), having their office at ...., to quote and supply our product(s) mentioned below against the above-referenced tender:

S. No.	Product / Item Name	Model / Part No.	BIS / IS Standard	Applicable Trade(s)
1				
2				
3				

2. Warranty Undertaking

We confirm that the above products supplied through M/s .... against this contract shall carry the standard manufacturer's warranty of not less than 12 (twelve) months from the date of delivery to beneficiaries. We shall honour all warranty claims through the Authorised Agency or directly, as required by NITCON.

3. Quality & Compliance

We confirm that the products listed above are manufactured in compliance with the applicable BIS / IS Standards and that all items bear valid BIS certification / ISI marking as required under the Bid Document. We undertake to provide genuine, new, and unused products conforming to the specifications in Annexure II of the Bid Document.

4. Exclusivity
This authorisation is specific to Tender No. NITCON/2026-27/TOOLKIT/01 and shall not be construed as a general or permanent dealership / distributorship appointment.

5. Validity
This Manufacturer's Authorisation is valid up to …………………………………… (date) and covers the full contract execution period.

For and on behalf of ……………………………………………………… (Manufacturer):

Authorised Signatory: ……………………………………   Name: ……………………………………
Designation: …………………………………   Date: ……………………   Place: ……………………
Official Stamp / Seal of Manufacturer:

Note: NITCON reserves the right to directly verify this authorisation with the Manufacturer. The Authorised Agency shall not modify or reproduce this document in any form.

ANNEXURE VIII — TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: ....

To,
NITCON Limited
Unit-317-A, D-21 Corporate Park, Sector-21, Dwarka, New Delhi – 110077

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No.: NITCON/2026-27/TOOLKIT/01
Name of Tender / Work: Selection of Agency for Procurement, Supply and Distribution of Trade-Wise Safety Toolkits to Beneficiaries

Dear Sir,

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. __ to __ (including all documents like annexures, schedules, etc.), which form part of the contract agreement, and I / we shall abide by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your organisation too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of the above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We hereby unconditionally undertake that if any information or certificate(s) produced by me / us is found false or tampered, or any provisions of this tender are found violated, NITCON shall without prejudice to any other right or remedy be at liberty to reject this tender / bid, including the forfeiture of the full Earnest Money Deposit (EMD) and invocation of the bank guarantee absolutely at any stage.

Yours Faithfully,
(Signature of the Bidder / POA, with Official Seal)
Name: ....
Designation: ....
Organisation: ....
Date: .... Place: ....

ANNEXURE IX — CHECKLIST — TECHNICAL BID (COVER I)

Tender No.: NITCON/2026-27/TOOLKIT/01 Please check whether all below-mentioned documents have been submitted. The documents are to be submitted in the order given below with item No. 1 on top. Please mark tick (√) in Yes / No.

Sl.	Document	Yes / No	Page No.
1	Technical Compliance Sheet (all items in Annexure II), signed and stamped on all pages	Yes / No	
2	Letter of Authorisation to Attend Bid Opening	Yes / No	
3	Power of Attorney / Authorisation from Competent Authority for signing bid documents	Yes / No	
4	Clause-by-clause compliance on all pages of original bid document by authorised person	Yes / No	
5	Certificate of Incorporation from RoC	Yes / No	
6	PAN Card (self-attested copy)	Yes / No	
7	GST Registration Certificate (self-attested copy)	Yes / No	
8	Valid Trade Licence Registration Certificate	Yes / No	
9	Copy of supply orders of Safety Toolkits executed with Completion Certificates	Yes / No	
10	Tender Acceptance Letter (Annexure VIII)	Yes / No	
11	Bidder's Profile Form (Annexure IV)	Yes / No	
12	Experience & Past Performance Statement (Annexure V)	Yes / No	
13	Non-Blacklisting Notarised Affidavit on Rs. 100 Non-Judicial Stamp Paper (Annexure VI)	Yes / No	
14	Audited Financial Statements & IT Returns for last 3 Financial Years; CA Certificate with UDIN	Yes / No	
15	ISO 9001:2015 Certificate — Bidder	Yes / No	
16	ISO 9001:2015 Certificate — OEM / Manufacturer	Yes / No	
17	BIS / ISI Certificate — Safety Helmet (IS 2925:1984)	Yes / No	
18	BIS / ISI Certificate — Combination Pliers (IS 3650:1981)	Yes / No	
19	Manufacturer's Authorization Form (MAF) — Annexure VII — bid-specific on OEM letterhead	Yes / No	
20	HR Certificate confirming minimum 25 full-time employees	Yes / No	

21	Earnest Money Deposit — DD / NEFT/ RTGS Receipt (original physical submission to NITCON Delhi Office)	Yes / No	
22	Tender Fee of Rs. 5,000/- in shape of DD in favour of NITCON Limited	Yes / No	
23	Bid Securing Declaration (MSEs only — Annexure III-B)	Yes / No	
24	Sample Kit Acknowledgement issued by NITCON (Annexure XII, Part B)	Yes / No	
25	MSME / Udyam Registration Certificate (if claiming MSE preference)	Yes / No	
26	Functioning demo login credentials (User ID and Password) and an accessible URL/web-link for the Digital Beneficiary Tracking Platform	Yes / No	
27	Checklist (Annexure IX)	Yes / No	

Bidders to ensure: (A) All pages have been stamped and signed by the authorised person. (B) All pages have been numbered consecutively. (C) All documents are legible (clearly readable).

Authorised Signatory: ……………………………………………….
Name: …………………………. Date: ……………………..
Organisation: …………………… Official Seal / Stamp:

ANNEXURE X — CHECKLIST — FINANCIAL BID (COVER II)

Please refer to Clause 9 for filling this Checklist. Please mark tick (√) in Yes / No.

Sl.	Document	Yes / No	Pg.
1	Price Bid / Bill of Quantities (Annexure XIII) — Prices quoted for all trade(s) the Bidder has been technically qualified for (i.e. all trade(s) for which the sample component was approved under Clause 25); BOQ template not modified	Yes / No	
2	HSN / SAC Code and GST Rate declaration (Section C of Annexure XIII)	Yes / No	
3	Signed Undertaking by Authorised Signatory (Annexure XIII)	Yes / No	
4	Checklist (Annexure X)	Yes / No	

IMPORTANT: The Financial Bid must NOT contain any conditions, deviations, or assumptions. If the BOQ is found to be modified by the bidder, the bid will be rejected.

ANNEXURE XI -MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Tender No.: NITCON/2026-27/TOOLKIT/01
To,
NITCON Limited
Unit-317-A, D-21 Corporate Park, Sector-21, Dwarka, New Delhi – 110077

WHEREAS NITCON Limited (hereinafter called 'NITCON') has entered into a Contract dated ……………………… (hereinafter called 'the Contract') with M/s ………………………………………… (hereinafter called 'the Agency') for Selection of Agency for Procurement, Supply and Distribution of Trade-Wise Safety Toolkits under Bid Document No. NITCON/2026-27/TOOLKIT/01;

AND WHEREAS the Contract requires the Agency to provide a Performance Security equivalent to 3% (three percent) of the total Contract Value of Rs. ……………………/- (Rupees ………………………………………… only);

NOW THEREFORE WE, ……………………………………… (Name of Bank), a scheduled commercial bank, do hereby irrevocably and unconditionally guarantee to NITCON an amount of Rs. ……………………/- (Rupees ………………………………………… only) (being 3% of total Contract Value) for the due performance of the Contract by the Agency.

1. We undertake to pay NITCON on demand any sum not exceeding the above amount, upon a written demand from NITCON specifying the nature of default by the Agency, without reference to the Agency and without requiring proof of the alleged default.
2. We agree that our guarantee shall not be impaired or discharged by any change in the constitution of the Agency, extension of time, or any modification to the Contract agreed between NITCON and the Agency.
3. This guarantee shall be valid until ……………………… (date), covering the entire contract period and any extension thereof. Claims hereunder must be submitted not later than 30 days after the expiry of this guarantee.
4. We confirm that we are authorised to execute this guarantee on behalf of the Bank.

For …………………………………………… (Name of Bank)
Authorised Signatory: …………………………… Name: ………………………………
Designation: ……………………………………… Date: ……………………………
Branch Address: …………………………………………………………………………
Bank Seal: ……………………………………………
Note: The Performance Bank Guarantee shall be preferably from the branch at New Delhi or the State Headquarters of the competent authority.

ANNEXURE XII — DECLARATION FOR SAMPLE KIT SUBMISSION

Tender No.: NITCON/2026-27/TOOLKIT/01

(This Annexure has two parts: Part A — Declaration by Bidder (to be submitted with Technical Bid), and Part B — Acknowledgement by NITCON (to be collected at the time of physical submission of sample kits).)

PART A — DECLARATION BY BIDDER

(To be submitted on Company Letterhead with Technical Bid — Cover I)

Date: ……………………………

To,
NITCON Limited
Unit-317-A, D-21 Corporate Park, Sector-21, Dwarka, New Delhi – 110077

Sub: Declaration for Submission of Sample Toolkit Sets — Tender No. NITCON/2026-27/TOOLKIT/01

I / We, M/s ……………………………………………………………………………………………………… (hereinafter referred to as 'the Agency'), do hereby declare as follows:

1. We have physically submitted one complete set of sample Safety Toolkits for each of the following 3 trades to NITCON's Delhi Office at Unit-317-A, D-21 Corporate Park, Sector-21, Dwarka, New Delhi – 110077, on ……………………………… (date):

#.	Trade Name	No. of Items in Kit	Remarks / Brand Name
1	Assistant Mason	11	
2	Asst. Bar Bender & Steel Fixer	11	
3	Asst. Shuttering Carpenter	13	

2. Each sample kit has been packed in branded packaging with our company label, End Client / NITCON branding (as per approved format), trade name, item list, and our contact details clearly displayed on the outer carton.

3. We confirm that the sample kits submitted are representative of the items we intend to supply under the contract and are fully compliant with the technical specifications in Annexure II of this Bid Document.

4. We understand and agree that:
   (a) The sample kits shall be retained by NITCON for the duration of evaluation and shall serve as the reference standard for all supply under the contract.
   (b) Non-submission of sample kits by the bid submission deadline shall result in outright rejection of our bid.
   (c) Any supply found inconsistent with the submitted and approved sample shall constitute a breach of contract and attract penalties as specified in the Bid Document.

Authorised Signatory (with Official Seal / Stamp):

Name: ………………………………………… Designation: ……………………………………
Organisation / Company: ………………………………………………………………………
Date: ……………………… Place: ………………………

PART B — ACKNOWLEDGEMENT BY NITCON

(To be issued by NITCON on receipt of physical sample kits. The Bidder must attach a copy of this acknowledgement to their Technical Bid — Cover I.)

Received from M/s ……………………………………………………………………………… one complete set of sample Safety Toolkits covering ……….. trades, as listed below, against Tender No. NITCON/2026-27/TOOLKIT/01:

#	Trade Name	Kits Received (Yes / No)	Condition on Receipt
1	Assistant Mason		
2	Asst. Bar Bender & Steel Fixer		
3	Asst. Shuttering Carpenter		

Date & Time of Receipt: …………………………………………
Received by (NITCON Representative):

Name: ……………………………………… Designation: ……………………………
Signature: ………………………………… Official Seal / Stamp of NITCON:
NITCON Reference No. (for tracking): …………………………………………

Note: This acknowledgement must be attached to the Technical Bid — Cover I. Bids without this acknowledgement shall be treated as non-compliant.

ANNEXURE XIII — SERVICE FEE SCHEDULE / FINANCIAL BID

(To be submitted only in Cover II — Financial Bid. This template must NOT be modified. Agencies may enter Agency name and price values only.)

Tender Authority: NITCON Limited | Tender No.: NITCON/2026-27/TOOLKIT/01
IMPORTANT: *The All-Inclusive Service Fee quoted per toolkit set shall cover: OEM-authorised procurement, quality assurance, customised packaging, labelling, warehousing, transit insurance, last-mile delivery to beneficiaries, beneficiary verification, data upload, MIS reporting, and 12-month warranty management. No additional charge shall be admissible.* The "All-Inclusive Service Fee" quoted in Column 4 (excl. GST) is deemed all-inclusive of every cost item listed above; GST is additional and payable over and above this fee at applicable rates. Financial evaluation shall be conducted on the All-Inclusive Service Fee (excl. GST) for the estimated quantity.

S.No.	Trade Name	Qty.	All-Incl. Service Fee / Set (Rs.) excl. GST	GST %	Total Service Fee incl. GST (Rs.)
1	Assistant Mason		Rs.	%	Rs.
2	Asst. Bar Bender & Steel Fixer		Rs.	%	Rs.
3	Asst. Shuttering Carpenter		Rs.	%	Rs.
GRAND TOTAL (All Trades, All-Inclusive)			—	**Rs.**	

Total Quoted Value in Words: ………………………………………………………………………………………
Undertaking: I / We hereby certify that (a) all service fees quoted are all-inclusive as defined in the IMPORTANT note above; (b) fees are firm and shall not change during the contract period; (c) GST rates are correct as per applicable law and any differential GST liability shall be borne by us; (d) no additional charges over the accepted rate shall be claimed under any circumstances.

Authorised Signatory: …………………………… Name: ………………………………
Designation: ………………………………… Organisation: ……………………
Date: ……………… Place: …………… Official Seal / Stamp:

ANNEXURE XIV — SERVICE LEVEL AGREEMENT (SLA)

This SLA governs service delivery standards between NITCON Limited and the ……….............. (Agency) under Contract No. ……………………………

1. **Purpose and Applicability**

   1.1. This SLA defines the minimum measurable service standards to be achieved by the Agency for the complete service chain covering procurement, quality assurance, packaging, warehousing, logistics, last-mile delivery, beneficiary verification, data capture, reporting and warranty management.

   1.2. The SLA shall be read together with Clauses 29 to Clause 50 of the RFP, Annexure II (Technical Specifications), the approved Reference/Governing Sample, the Purchase Order/Work Order and other applicable contract documents.

   1.3. Where a service standard in this SLA is expressed as 100%, the Agency shall achieve the prescribed target for the beneficiaries and quantities specifically authorised by NITCON for the relevant phase/milestone.

2. **Definitions for SLA Measurement**

Term	Meaning for SLA purposes
Authorised Beneficiary	A beneficiary whose name appears in the beneficiary list issued by NITCON for the relevant district/trade/phase.
Valid Delivery	Delivery of the correct trade-wise Safety Toolkit to an Authorised Beneficiary after the prescribed OTP / biometric / End Client Registration ID and physical-signature verification and acknowledgement.
Delivery Event	A completed delivery to an Authorised Beneficiary for which the required acknowledgement/evidence is generated.
Milestone	The applicable service milestone/timeline prescribed under Clause 32 of the RFP and/or the relevant Purchase Order/Work Order.
SLA Breach	Failure to meet any measurable SLA target, TAT, reporting requirement or quality standard specified in this Annexure or the corresponding RFP clause.

3. **Core Service Level Requirements**

#	KPI / Service Standard	Target / TAT	Measurement / Evidence	Consequence of Non-Compliance
1	Toolkit delivery success rate	100% of assigned/authorised beneficiaries in each district and applicable phase	Verified beneficiary acknowledgements; portal/dashboard records; NITCON verification	SLA breach; applicable SLA/LD recovery; corrective action and other contractual remedies may be invoked.
2	Delivery completion	100% of targeted beneficiaries within each milestone timeline prescribed under Clause 32 / applicable PO-WO	District-wise and trade-wise delivery report; verified acknowledgements	Milestone LD under Clause 36 plus applicable SLA recovery.

#	KPI / Service Standard	Target / TAT	Measurement / Evidence	Consequence of Non-Compliance
3	Beneficiary data upload	100% of delivery events within 24 hours of delivery	Designated portal timestamp and acknowledgement record	Rs. 50 per beneficiary per day of delay beyond 24 hours.
4	Rejected item replacement	Within 7 days of written intimation	NITCON inspection/rejection record and replacement receipt	Replacement at Agency's cost; further contractual recovery/remedies where applicable.
5	Warranty complaint acknowledgement	Within 24 hours of receipt	Helpdesk/email/complaint register timestamp	SLA breach and applicable recovery/remedies.
6	Warranty complaint resolution / replacement	Within 7 days of complaint registration	Complaint register, replacement record and beneficiary acknowledgement	Rs. 5,000 per complaint per day beyond 7 days, deductible from PBG/payment as applicable.
7	Weekly MIS report	Every Monday by 12:00 noon; 100% on time	Email/portal submission timestamp	SLA breach; applicable recovery/remedies.
8	Real-time dashboard	Operational and accessible to NITCON within 15 days of LoA and throughout contract period	Live dashboard access and system logs	SLA breach; corrective action and applicable remedies.
9	Pre-dispatch inspection failure rate	< 2% of items in any consignment	Inspection report / test record	Corrective action; rejected items shall not be dispatched. If failure exceeds 5%, entire affected consignment shall be replaced at Agency's cost.

4. **Service Delivery and Beneficiary Verification Standards**
    i. Safety Toolkits shall be delivered ONLY to beneficiaries whose names appear in the NITCON-provided beneficiary list. Distribution to any other person shall not constitute a valid delivery and shall not qualify for payment.
    ii. Each delivery shall be supported by the prescribed OTP / biometric / End Client Registration ID and physical signature-based verification and acknowledgement.
    iii. The Agency shall immediately report to NITCON any discrepancy, non-contact or difficulty in locating an authorised beneficiary and shall act on NITCON's written directions.
    iv. The Agency shall maintain district-wise, trade-wise and phase-wise delivery records sufficient to establish 100% completion against the authorised beneficiary list.
    v. Risk of loss, damage, theft or deterioration shall remain with the Agency until verified delivery to the authorised beneficiary.

5. **Quality Assurance and Inspection Standards**
    i. All toolkit items shall conform to Annexure II, be new and unused, free from defects, and conform to the approved Reference/Governing Sample.

ii. Dispatch reports, including photographic evidence, shall be maintained for each consignment and made available to NITCON.
iii. Items not conforming to Annexure II or the approved sample shall not be dispatched.
iv. NITCON may inspect the toolkit items at procurement, manufacture, assembly, packaging, storage, transportation and distribution stages. The Agency shall provide full access, records and cooperation.
v. Rejected items shall be replaced by the Agency within 7 days of written intimation.
vi. Where the pre-dispatch inspection failure rate exceeds 5% in any consignment, the entire affected consignment shall be returned/replaced at the Agency's cost.
vii. NITCON inspection or acceptance shall not relieve the Agency of its warranty obligations or responsibility for latent defects.

6. **Digital Platform, Data and MIS Standards**
i. The Agency shall maintain a secure web-based Digital Beneficiary Tracking Platform throughout the contract period.
ii. The platform shall support real-time tracking of beneficiary registration, delivery status, inventory movement, GPS/geo-tagged delivery records, OTP and/or biometric verification, digital acknowledgement, MIS reports, dashboards and audit trails.
iii. All beneficiary acknowledgements shall be uploaded to the designated portal within 24 hours of delivery and shall remain accessible to NITCON.
iv. The weekly MIS report shall be submitted every Monday by 12:00 noon and shall cover deliveries made, pending deliveries, rejections, complaints, replacements and the next week's plan.
v. All beneficiary data, transaction logs, reports and system records shall be securely stored, protected and made available to NITCON throughout the contract period.
vi. The Agency shall provide the required dashboard access, secure authentication, role-based access control, data backup, reporting and technical support.

7. **Warranty and Post-Delivery Service Standards**
i. The Agency shall provide a 12-month warranty from the date of delivery and acceptance of each toolkit.
ii. The Agency shall operate a toll-free and/or email helpdesk for warranty complaints throughout the warranty period.
iii. Every warranty complaint shall be acknowledged within 24 hours of receipt.
iv. Defective or damaged items shall be replaced free of charge within 7 days of intimation/complaint.
v. The Agency shall submit a monthly warranty status report covering complaints received, complaints resolved, complaints pending and items replaced.

8. **SLA Measurement, Reporting and Verification**
i. NITCON shall determine SLA performance based on objective records including portal timestamps, delivery acknowledgements, inspection reports, complaint records, MIS submissions, dashboard logs and other contractual evidence.
ii. The Agency shall maintain complete and auditable records supporting every KPI and shall furnish such records to NITCON whenever required.

iii. For objectively measurable SLA/KPI breaches, the applicable SLA consequence shall accrue from the date of occurrence of the breach and shall not be conditional upon a prior written warning. NITCON may issue a written notice for recording the breach and initiating recovery/corrective action.

iv. Any discrepancy identified by NITCON shall be communicated to the Agency for immediate corrective action. Such corrective action shall not extinguish any applicable penalty, LD or other contractual remedy.

9. **SLA / Liquidated Damages / Recovery Schedule**

#	SLA Breach	Penalty / Recovery	Cap / Recovery Source	Reference
1	Delay beyond contracted milestone	0.2% of the value of the delayed service / corresponding milestone value per week or part thereof	Maximum 5% of total Contract Value	Clause 36
2	General measurable KPI/SLA breach	Rs. 5,000 per KPI breach per day, where a specific monetary consequence is not separately prescribed	As applicable under Contract/PBG	Clause 36 and this SLA
3	Beneficiary data upload delay	Rs. 50 per beneficiary per day beyond 24 hours	Deductible from payment / amounts due	Clause 36
4	Warranty complaint resolution / replacement delay	Rs. 5,000 per complaint per day beyond 7 days	Deductible from PBG / amounts due	Clause 39 and this SLA
5	Pre-dispatch inspection failure >5%	Full replacement of affected consignment at Agency's cost	No monetary cap on replacement obligation	Clause 30 / 37 and this SLA

Important: The above SLA penalties are without prejudice to the Agency's obligation to complete the affected supply/service, replace rejected or defective items, comply with the warranty obligations and meet all other contractual requirements.

10. **Cumulative Contractual Remedies**

i. Levy or recovery of SLA penalties / liquidated damages shall not relieve the Agency of its obligation to complete the affected supply/service.

ii. Payment or recovery of any penalty shall not prevent NITCON from exercising risk purchase rights for non-supply/short supply, invoking or recovering against Performance Security, requiring replacement, terminating the Contract, or exercising any other contractual or statutory remedy.

iii. Risk purchase may be exercised for the affected quantity while the Contract continues for the balance quantity, as provided in the RFP.

iv. Where the breach involves fake, spurious, counterfeit or materially non-conforming supplies, the specific consequences prescribed in the RFP shall apply in addition to the SLA provisions.

11. **Review and Amendment of SLA**

i. NITCON may issue written operational instructions consistent with the RFP and Contract for effective monitoring, verification and reporting of SLA performance.

ii. No operational instruction shall be construed as reducing any mandatory quality, delivery, warranty, data or safety requirement contained in the RFP unless expressly amended through the prescribed contractual process.

ANNEXURE XV — CONTRACT FORM (SERVICE AGREEMENT)

THIS AGREEMENT is made on the date mentioned above between NITCON Limited and the Agency for performance of the services described herein.

1. **Background and Purpose**
   a. WHEREAS NITCON Limited, on behalf of its End Client, invited bids under Tender No. NITCON/2026-27/TOOLKIT/01 for selection of an Agency for end-to-end procurement management, supply, distribution, beneficiary data capture, digital reporting and post-supply warranty management of trade-wise Safety Toolkits; and WHEREAS the Agency has been selected in accordance with the RFP and has agreed to perform the Contract at the accepted all-inclusive Service Fee and on the terms and conditions contained in the RFP and this Agreement.
   b. The purpose of this Agreement is to record the binding contractual obligations of the Agency and NITCON and to ensure timely, complete, quality-compliant and verifiable delivery of Safety Toolkits to authorised beneficiaries.

2. **Contract Documents and Incorporation**
   The following documents shall form an integral part of this Agreement and shall be read together as one Contract:
   a. The RFP / Bid Document No. NITCON/2026-27/TOOLKIT/01 and all its Annexures;
   b. all corrigenda, addenda, clarifications and written amendments issued by NITCON before or after award, as applicable;
   c. the Agency's accepted Technical Proposal and Financial Bid;
   d. the approved sample / Reference or Governing Sample and approved technical particulars;
   e. the Service Level Agreement (SLA) at Annexure XIV;
   f. the Letter of Award (LoA), Purchase Orders and/or Work Orders issued under the Contract;
   g. the Performance Security furnished by the Agency;
   h. written instructions issued by NITCON in accordance with the Contract; and
   i. this Contract Form / Service Agreement.
   The Agency acknowledges that it has read, understood and accepted all such documents and shall comply with them without deviation except where a written amendment is expressly issued by NITCON's authorised authority.

3. **Order of Precedence**
   In the event of any inconsistency or conflict between documents forming part of the Contract, the following order of precedence shall apply, unless a subsequent written document expressly varies the position:
   a. Corrigenda/Addenda/clarifications issued by NITCON after the RFP;
   b. this Contract Agreement;
   c. the applicable Purchase Order / Work Order;
   d. the RFP and its Annexures;
   e. the approved Technical Proposal;
   f. the Financial Bid; and
   g. other documents incorporated by reference.

4. **Scope of Services**
    a. The Agency shall provide complete end-to-end services covering procurement, sourcing through OEM-authorised channels, quality assurance, packaging, warehousing, transportation, last-mile distribution, beneficiary verification, acknowledgement, digital data capture, MIS reporting, complaint handling and warranty management for Safety Toolkits in accordance with the RFP.
    b. Safety Toolkits shall be supplied only to beneficiaries included in the authorised beneficiary list issued by NITCON.
    c. The Agency shall not distribute kits outside the authorised list; such distribution shall not constitute valid delivery and shall not qualify for payment.
    d. The Agency shall comply with all specifications in Annexure II and the approved Reference/Governing Sample.
    e. All logistics, transit insurance, last-mile delivery, data capture, reporting and warranty costs shall be included in the accepted Service Fee unless expressly stated otherwise in the Contract.

5. **Contract Period and Delivery**
    a. The Contract shall remain in force for 18 (eighteen) months from the effective date specified in the LoA / Agreement, inclusive of the applicable warranty obligations, subject to earlier completion, extension, termination or other provisions of the Contract.
    b. The Contract Period shall be 18 (eighteen) months from the date of LoA, unless extended in accordance with the Contract. Warranty obligations relating to Safety Toolkits delivered during the Contract Period shall survive expiry or termination until completion of the applicable 12-month warranty period.
    c. The service delivery milestones shall be as prescribed in Clause 32 of the RFP and the applicable Purchase Order / Work Order, including full completion of 100% delivery and data upload within the prescribed 60-day period unless otherwise specifically authorised in writing by NITCON.
    d. The Agency shall not treat any interim milestone or KPI threshold as completion of the Contract or as a waiver of the balance quantity.

6. **Quantity and Purchase Commitment**
    a. The initial estimated quantity is 20,000 (Twenty Thousand) Safety Toolkit sets. The quantity is tentative and shall not constitute a minimum guaranteed purchase commitment.
    b. NITCON may increase or decrease the aggregate quantity up to 1,00,000 (One Lakh) sets, based on actual programme requirements, through one or more Purchase Orders / Work Orders, at the accepted per-unit Service Fee and on the same contractual terms and conditions.
    c. NITCON shall have no obligation to place orders for the entire estimated quantity of 20,000 sets or any further quantity up to 1,00,000 sets.
    d. The Agency shall not procure quantities in excess of quantities specifically authorised by NITCON in writing. Any unauthorised excess procurement or inventory shall be entirely at the Agency's risk and NITCON shall have no obligation to purchase, reimburse or compensate the Agency for such quantity.

7. **Service Fee and Price**
    a. The accepted Service Fee shall cover the complete cost of toolkit items, approved packaging and labelling, logistics, transit insurance, last-mile delivery, beneficiary data capture, digital reporting, warranty management and all other charges necessary for complete performance of the Contract.
    b. The Service Fee shall remain firm and fixed during the original Contract Period, except where a written escalation is expressly approved by NITCON in accordance with Clause 41 of the RFP for a formally approved extension beyond the original period.
    c. No additional charge, escalation, reimbursement or compensation shall be payable unless expressly approved in writing by NITCON.

8. **Performance Security**
    a. The Agency shall furnish Performance Security equal to 3% of the applicable Contract Value in the form prescribed in the RFP.
    b. The Performance Security shall be furnished within 7 days of the LoA, unless otherwise stated in the RFP.
    c. Where the Contract Value is increased, the Agency shall furnish additional Performance Security within 7 days so that aggregate Performance Security remains equal to 3% of the revised Contract Value.
    d. If any amount is recovered, deducted or encashed from the Performance Security, the Agency shall replenish it to the required amount within 7 days of written demand by NITCON.
    e. Failure to furnish, extend, top-up or replenish the Performance Security shall constitute a material breach and may result in withholding of further orders/payments and/or termination.
    f. The Performance Security shall remain valid for the period prescribed in the RFP and shall be discharged only after satisfactory completion of the applicable contractual obligations, including warranty obligations.

9. **Quality, Inspection and Acceptance**
    a. The Agency shall ensure that all Safety Toolkits are new, unused, free from defects and fully compliant with Annexure II and the approved Reference/Governing Sample.
    b. NITCON and/or its authorised representatives, including any Third-Party Inspection Agency appointed by NITCON, may inspect, verify and test the items at any stage of procurement, manufacture, assembly, packaging, storage, transportation and distribution.
    c. The Agency shall provide full access, records, samples, test reports, procurement records and reasonable assistance without additional cost to NITCON.
    d. The Agency shall not dispatch items that do not conform to the RFP specifications or approved sample.
    e. NITCON's inspection, testing, physical receipt, storage, delivery, invoice processing, payment, use or failure to inspect within any specified period shall not constitute deemed acceptance or waiver of any contractual right.
    f. NITCON and/or the End Client may reject or require replacement of defective, damaged, counterfeit, non-conforming or latent-defect items discovered during the Contract or warranty period.

10. Reference / Governing Sample

a. The sample approved by the End Client and preserved by NITCON shall constitute the Reference/Governing Sample for actual supply.
b. No substitution, change in make/model, material, finish, packaging, dimensions or other physical characteristic shall be made without prior written approval of NITCON.
c. The Agency shall supply each trade strictly in accordance with the approved sample and the mandatory technical specifications.

11. Delivery, Beneficiary Verification and Risk

a. The Agency shall deliver the Safety Toolkits only to authorised beneficiaries in the quantities and locations specified by NITCON.
b. Each delivery shall be supported by OTP / biometric / End Client Registration ID / physical signature verification and the prescribed acknowledgement.
c. Any delivery outside the authorised beneficiary list shall be invalid for contractual and payment purposes.
d. The Agency shall immediately report non-contactable beneficiaries, discrepancies or difficulties and shall undertake re-attempts as directed by NITCON.
e. Risk of loss, theft, damage or deterioration shall remain with the Agency until verified delivery to the authorised beneficiary.
f. The Agency shall maintain adequate transit/cargo insurance covering the replacement value of the Safety Toolkits until verified delivery.

12. Service Level Agreement

a. The SLA at Annexure XIV forms an integral part of this Agreement. The Agency shall meet all SLA/KPI standards, including 100% authorised beneficiary delivery, 24-hour data upload, prescribed replacement and warranty TATs, weekly MIS reporting and dashboard requirements.
b. For objectively measurable SLA/KPI breaches, the applicable SLA consequence shall accrue from the date of occurrence of the breach and shall not be conditional upon a prior written warning.
c. The Agency shall maintain auditable evidence supporting each KPI and shall furnish the same to NITCON on demand.

13. Payment Terms

a. Payment shall be governed by Clause 34 of the RFP and the applicable Purchase Order / Work Order.
b. No advance payment shall be made.
c. Payment shall be processed only against accepted deliverables and complete supporting evidence.
d. The 30-day payment period shall commence only from the later of: (i) receipt by NITCON of the corresponding payment from the End Client/concerned Department; and (ii) receipt and acceptance by NITCON of a complete, correct and undisputed invoice with all required supporting documents.
e. No interest, financing charge, carrying cost, compensation or damages shall be payable for any period during which corresponding End Client funds have not been received by NITCON.

f. No payment shall be made for Safety Toolkits rejected at inspection or not delivered to verified beneficiaries.
g. Final payment shall be subject to completion of all contractual obligations, submission of required reports and documentation and final acceptance by the End Client.

14. Liquidated Damages and SLA Penalties

a. Liquidated damages and SLA-linked penalties shall apply as prescribed in Clauses 36 and 45 of the RFP and Annexure XIV.
b. Levy or recovery of any SLA penalty or liquidated damages shall not relieve the Agency of its obligation to complete the affected supply/service.
c. Payment or recovery of any penalty shall not prevent NITCON from exercising risk purchase, invoking Performance Security, requiring replacement, terminating the Contract or exercising any other contractual or statutory remedy.

15. Risk Purchase and Recovery

a. In the event of non-supply, short supply, delayed supply or failure to deliver within the stipulated quantity/timeline, NITCON may procure the undelivered quantity from an alternate source at the Agency's risk and cost.
b. The differential cost and all incidental charges shall be recoverable from the Agency.
c. Recovery may be made from payments due, Performance Security or by any other lawful means.
d. NITCON need not first terminate the entire Contract before exercising risk-purchase rights.
e. Risk purchase may be exercised for the affected quantity while the Contract continues for the balance quantity.
f. Risk purchase rights are in addition to other contractual and statutory remedies.

16. Warranty and Replacement

a. The Agency shall provide a 12-month warranty from the date of delivery and acceptance of each toolkit.
b. Defective/damaged items shall be replaced free of charge within 7 days of intimation.
c. Failure to replace within 7 days shall entitle NITCON to procure the replacement at the Agency's risk and cost.
e. All costs of collection, transportation, replacement and re-delivery shall be borne by the Agency.

17. Force Majeure

a. Force Majeure shall be governed by Clause 42 of the RFP. A Force Majeure event shall be an extraordinary event beyond the reasonable control of the affected party which directly prevents performance and could not reasonably have been foreseen or prevented.
b. The Agency shall notify NITCON in writing within 7 days of commencement of the event and provide supporting evidence.
c. The Agency shall take reasonable mitigation measures and continue all unaffected obligations.
d. Shortage of funds, financial difficulty, price increase, inflation, manpower/material shortage, OEM/supplier failure, foreseeable transport difficulty, market conditions, commercial hardship and inadequate procurement arrangements shall not constitute Force Majeure.

e. Any extension shall be limited to the demonstrable period and affected scope and shall require written acceptance by NITCON.

18. Termination for Default

a. NITCON may terminate the Contract, in whole or in part, by written notice upon occurrence of any default specified in Clause 44 of the RFP, including:
   i. failure to commence or complete any milestone within the stipulated timeline;
   ii. persistent or material SLA/KPI failure;
   iii. failure to supply the authorised quantity;
   iv. refusal/failure to execute an authorised Purchase Order/Work Order;
   v. unauthorised suspension, abandonment, slowing down or discontinuation;
   vi. failure to furnish, extend, top-up or replenish Performance Security;
   vii. unauthorised subcontracting, assignment or transfer;
   viii. fake, counterfeit, spurious or materially non-conforming supply;
   ix. false, forged or materially misleading documents/declarations;
   x. insolvency, winding-up or cessation of business;
   xi. serious/repeated data-security or confidentiality breach;
   xii. repeated failure to rectify rejected supplies or warranty complaints; or
   xiii. any other material breach of the Contract.

b. For ordinary remediable material breaches, the cure period shall be 15 days, unless otherwise specified in the RFP.

c. For fraud, corruption, counterfeit/fake supply, forged documents, unauthorised suspension/abandonment, serious data breach or unauthorised subcontracting, NITCON may terminate without a cure period.

d. Termination shall not prejudice NITCON's right to recover losses, invoke Performance Security, undertake risk purchase or pursue any other remedy.

19. Fake, Spurious and Non-Conforming Supplies

a. If any supplied item is found to be fake, spurious, counterfeit, different from the approved sample, non-conforming to Annexure II or falsely represented as OEM-authorised/BIS-certified, the consequences prescribed in Clause 45 of the RFP shall apply, including rejection, replacement, applicable 200% penalty, termination and security consequences, subject to applicable law and due process.

b. The Agency shall bear all costs of return, replacement, transportation, re-distribution and associated rectification.

20. Code of Integrity

The Agency shall maintain the highest standards of integrity and shall not engage in corrupt, fraudulent, anti-competitive, coercive or obstructive practices. Consequences shall be as prescribed in the RFP and applicable procurement rules.

21. Exclusive Contractual Communication

a. NITCON shall be the sole contractual authority for matters relating to scope, price, quantity, extension, payment, policy, contractual instructions and other commercial/contractual matters.

b. The Agency shall not directly negotiate with, seek contractual instructions from or make commitments to the End Client or government authorities without NITCON's prior written authorisation.

c. Routine operational communication with authorised beneficiaries for scheduling, verification and delivery shall be permitted strictly in accordance with NITCON's instructions.

22. Subcontracting and Assignment

a. The Agency shall not assign, transfer or subcontract the Contract or any material service obligation under the Contract.

23. Confidentiality and Data Protection

a. The Agency shall treat all beneficiary data, NITCON information, transaction records, delivery records, reports and system information as confidential.
b. Data shall be used solely for performance of the Contract and shall not be used for advertising, marketing, profiling, commercial exploitation or any unrelated purpose.
c. The Agency shall comply with applicable data protection and information-security requirements.
d. Any actual or suspected data-security incident affecting Contract data shall be reported to NITCON promptly and without undue delay.
e. The Agency shall securely preserve, hand over or delete data as directed by NITCON at expiry/termination, subject to applicable statutory retention requirements.

24. Indemnification

The Agency shall indemnify and hold harmless NITCON, its officers and the End Client, to the extent permissible under applicable law, against claims, losses, damages, liabilities, costs and expenses arising from or connected with the Agency's performance, negligence, wilful misconduct or breach, including defective/counterfeit supplies, third-party IP claims, data breaches, statutory non-compliance, labour claims attributable to the Agency and warranty/recall obligations.

25. Audit, Records and Inspection

a. The Agency shall maintain complete and accurate records relating to procurement, OEM invoices, manufacturer details, batch/serial details, inspection reports, inventory, dispatch, transport, delivery acknowledgements, digital records, complaints, replacements, warranty claims and invoices.
b. NITCON, the End Client, authorised representatives, auditors and competent statutory authorities may inspect and audit such records and supporting documents in accordance with applicable law and the Contract.

26. No Deemed Acceptance and No Waiver

a. No act or omission by NITCON or the End Client, including inspection, receipt, storage, payment, use or failure to inspect, shall constitute deemed acceptance or waiver of any contractual right.
b. No failure or delay by NITCON in exercising any right or remedy shall constitute a waiver. Any waiver shall be valid only if expressly made in writing by the authorised authority of NITCON.

27. No Suspension / Continuity of Performance

a. The Agency shall not suspend, discontinue, slow down, withhold or condition any part of the procurement, supply, distribution, data capture, reporting or warranty obligations because of any dispute, claim, pending payment, request for price revision, extension request or other disagreement, unless NITCON expressly directs otherwise in writing.

b. The Agency shall continue performance during dispute resolution and arbitration in accordance with the Contract.

28. Dispute Resolution and Arbitration

a. Disputes shall first be addressed through mutual discussion within 30 days of written notice of the dispute. If unresolved, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, as amended.
b. A sole arbitrator shall be mutually appointed by the parties.
c. If the parties fail to mutually agree on the appointment within 15 days of the notice invoking arbitration, the appointment shall be made in accordance with the applicable provisions of the Arbitration and Conciliation Act, 1996, as amended.
d. Seat of arbitration: New Delhi.
e. Language: English.
f. The arbitral award shall be final and binding, subject to applicable law.
g. The Agency shall continue performing its obligations during the dispute/arbitration unless otherwise directed in writing by NITCON.

29. Taxes and Statutory Compliance

The Agency shall be responsible for all applicable taxes, duties, levies, statutory registrations, labour-law compliance and other legal compliances arising from its performance of the Contract. TDS and other deductions shall be made as applicable under law.

30. Notices and Written Instructions

All contractual notices, approvals, directions, extensions, waivers and amendments shall be in writing and issued through the authorised communication channels of NITCON. Oral instructions, informal messages or discussions shall not amend or waive contractual obligations unless formally confirmed in writing by the authorised authority.

31. Amendment and Variation

No modification, relaxation, waiver, variation of scope, quantity, price, timeline or other contractual condition shall be binding unless authorised and recorded in writing by NITCON's competent authority in accordance with applicable procurement rules.

32. Severability and Compliance with Law

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue to the extent permitted by law. The parties shall comply with applicable laws, rules and procurement requirements.

33. Survival

Provisions relating to confidentiality, data protection, indemnity, warranty, audit, record retention, recovery of dues, risk purchase, Performance Security, intellectual property, dispute resolution and any obligations which by their nature are intended to survive shall remain effective after expiry or termination of the Contract.

34. No Partnership / Employment / Agency Relationship

Nothing in this Agreement shall create an employer-employee, partnership, joint venture or fiduciary relationship between NITCON and the Agency. The Agency shall remain solely responsible for its personnel, subcontractors (if approved), taxes, labour compliance and operational resources.

35. Entire Agreement

This Agreement together with the incorporated Contract Documents constitutes the complete understanding between NITCON and the Agency in relation to the subject matter and supersedes prior understandings relating to the same subject, except documents expressly incorporated into the Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorised representatives on the date first written above.