STANDARD PROCUREMENT DOCUMENTS

Standard Request for Proposals

Empanelment of Law Firms for Providing Legal Services Support to NSDC

National Skill Development Corporation

8th November 2019

RFP NUMBER-RFP/LEGAL/2019/009
1. EMPANELMENT OF CONSULTANT REQUEST

FOR PROPOSALS

Empanelment of Law Firms for Providing Legal Services Support to NSDC

Department: Legal, NSDC

Issued on: 8th November 2019
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PART I

Section 1. Letter of Invitation

To, All Prospective Bidders

Dear Mr. /Ms.:

1. National Skill Development Corporation (NSDC), the client, invites proposals to provide the following consulting services (hereinafter called “Services”): “Empanelment of Law Firms for Providing Legal Services Support to NSDC”. Details on the Services are provided in the Terms of Reference (Section 7).

2. A firm will be selected under Quality and Cost Based System (QCBS) procedures and in Full Technical Proposal (FTP) format as described in this RFP, in accordance with NSDC Procurement Guidelines.

3. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Instructions to Consultants and Data Sheet
   Section 3 – Full Technical Proposal (FTP) - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 – Proposal Securing Declaration
   Section 6 – NSDC – Corrupt and Fraudulent Practices
   Section 7 - Terms of Reference
   Section 8 - Standard Forms of Contract

4. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Procurement, NSDC
Email: procurement@nsdcindia.org
Website: www.nsdcindia.org
Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) “Applicable Guidelines” means the policies of NSDC governing the empanelment and Contract award process as set forth in this RFP.

(c) “Applicable Law” means the laws of India.

(d) “Client” means NSDC which shall sign the Contract for the Services with the selected Consultant.

(e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clauses.

(g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

(h) “Day” means a calendar day.

(i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical
to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.

(l) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

(m) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.

(n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.


(p) “RFP” means the Request for Proposals to be prepared by the Client for the empanelment of Consultants, based on the SRFP.

(q) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(r) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(s) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(t) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the Data Sheet intends to select a Consultant in accordance with the method of empanelment specified in the Data Sheet.
2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by NSDC.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

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

**b. Conflicting assignments**

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

**c. Conflicting relationships**

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

**4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the empanelment process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.

**5. Corrupt and Fraudulent Practices**

5.1 The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit NSDC to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by NSDC.

**6. Eligibility**

6.1 The Client permits consultants registered and operating in India to offer consulting services for NSDC-financed projects. Joint Ventures, Sub-consultants, agents (declared or not), sub-contractors, are not allowed for this assignment.

6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts meet the eligibility requirements as established by NSDC in this RFP and the Applicable Guidelines.
6.3 Two or more Firms belonging to the same Group shall be considered as one Firm. Two Firms shall be considered belonging to the same Group if at least 50% of the right to take decision and / or right to share profit of one Firm vests directly or indirectly with (whether immediate or ultimate): other Firm; or same person (natural or juridical); or same group of persons (natural and / or juridical)

Further, in case of more than two Firms, the connection between two Firms may also be determined based on their connection with other Firms in the Group e.g. in case of three Firms – Firm A, Firm B and Firm C; if it is established based on either of the criteria as mentioned above in respect of the holding of at least 50% of the right to take decision and / or right to share profit that:

Firm A and Firm B belong to the same Group; and Firm B and Firm C belong to the same Group.

Based on above, Firm A and Firm C shall also be considered as belonging to the same Group due to their respective connection with Firm B, even though none of the criteria in respect of the holding of at least 50% of the right to take decision and / or right to share profit is fulfilled between Firm A and Firm C.

**a. Sanctions**

6.3.1 A firm or an individual sanctioned by NSDC in accordance with the above Clause 5.1 shall be ineligible to be awarded a NSDC-financed contract, or to benefit from a NSDC-financed contract, financially or otherwise, during such period of time as NSDC shall determine.

**b. Prohibitions**

Not used

**c. Restrictions for Government-owned Enterprises**

6.3.3 Government-owned enterprises or institutions in the Client’s country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client or the Ministry of Skill Development and Entrepreneurship.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable
for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

6.3.4 Government officials and civil servants of India are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the India, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the empanelment process. The Client is not bound to accept any proposal, and reserves the right to annul the empanelment process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in
competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

12. Proposal Validity

12.1 The Data Sheet indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the validity will automatically extend by 180 days more.

12.5 It shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 Not applicable

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.
The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract any part or the whole of the Services.

12.10 A consultant is required to submit a Proposal Securing Declaration as per the format provided in section 5 of the RFP. A Proposal Securing Declaration be executed:

(i) if a consultant withdraws its proposal during the period of proposal validity specified by the consultant in its proposal. or any extension thereto provided by the consultant; or

(ii) if the successful consultant fails to sign the Contract.

12.11 The Proposal-Securing Declaration of a JV must be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Proposal-Securing Declaration shall be in the names of all future members as named in the Tech – 1 Form.

12.12 The Client may, if provided for in the Data Sheet, declare the consultant ineligible to be awarded a contract by the Client for a period of time as stated in the Data Sheet.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, by email, to the Client’s address indicated in the Data Sheet. The Client will respond in writing, by email, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and
will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

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

14. Preparation of Proposals – Specific Considerations

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) Costing for deliverables, indicated in the Data Sheet.

16.2 Not Applicable

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes is provided in the Data Sheet.

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
Section 2. Instructions to Consultants

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.

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

17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”

17.6 Similarly, the original Financial Proposal (if required for the applicable empanelment method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed
Section 2. Instructions to Consultants

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the empanelment process, it should do so only in writing.
19. Opening of Technical Proposals

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and necessary approvals have been obtained to open the financial proposals.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the eligibility and evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each eligible and responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and necessary approvals have been obtained to open the financial proposals, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the empanelment process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.

23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score (if the consultants have chosen to be part of it). At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
25. Taxes

25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
27.4 In the case of Least-Cost Selection (LCS), the Client will arrive at lowest evaluated total price and will empanel those consultants that match the lowest price. Contract will be signed with empaneled consultants.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 In the case rates are much higher than the typically charged rates by consultants in similar contracts. In such case,
the Client may ask for clarifications and, if the fees are very high, ask to change the rates after due approvals from the concerned authorities.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained due approvals, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations, the Client shall obtain approvals from the procurement committee to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
## Instructions to Consultants

### E. Data Sheet

<table>
<thead>
<tr>
<th><strong>A. General</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>ITC Clause Reference</td>
</tr>
<tr>
<td><strong>Law of India</strong></td>
</tr>
</tbody>
</table>
| **2.1** | **Name of the Client:** National Skill Development Corporation  
**Name of the Department:** Legal  
**Method of empanelment:** QCBS  
**Applicable Guidelines:** NSDC Procurement Guidelines  
NSDC may use Reverse Auction / e Auction process for commercial evaluation for this RFP, if 3 or more consultants qualify in Eligibility and Technical Evaluation Criteria. Such eligible and technically qualified consultants will get one-time half an hour online training by NSDC / NSDC nominated agency on the Revers Auction. Such eligible and technically qualified consultants will also need to submit their financial proposal as pre-bid in Reverse Auction system which shall be verified by NSDC with the financial proposal of bidder submitted along with Technical Proposal in this RFP. Reverse Auction time slot will be informed to the concerned bidders.  
In case of less than 3 eligible and technically qualified consultant(s), Reverse Auction / e Auction shall not be used, and financial proposal(s) of the eligible and technically qualified consultant(s) submitted along with Technical Proposal shall be opened.  
Please note that in both Reverse Auction and without Reverse Auction process QCBS method shall be used. |
| **2.2** | **Financial Proposal to be submitted together with Technical Proposal:** Yes |
| **The name of the assignment is:** Empanelment of Law Firms for Providing Legal Services Support to NSDC |
| **2.3** | **A pre-proposal conference will be held:** Yes |
Date of pre-proposal conference: 13th Nov 2019  
Time: 11:30 Hrs (IST)  

Address: National Skill Development Corporation 301, 3rd Floor, West Wing, Worldmark – 1 Aerocity, New Delhi – 110037  
T: +011-47451600-10 | F: +91-11-46560417  
Email: procurement@nsdcindia.org  
Website: www.nsdcindia.org

2.4 The Client will provide details about project.

6. A. GENERAL CATEGORY LAW FIRMS

The Proposer should submit documentary evidence on its qualifications to perform the Contract if its proposal is accepted as detailed below, that

i. The proposer is authorized to practice law in India and has been doing so for a minimum of 5 years.  
   **Documents to support:** Certificate of Incorporation/ IT Returns/ Bar Council License etc.

ii. Proposer should have at least 5 years of working experience in the areas of Corporate Laws, Labor Law and Banking Law (this experience should be all three areas)  
   **Documents to support:** Attested firm/practice profile, with list of practice areas, plus mention of work in these practice areas in publications such as Chambers and Partner, Legal 500, Legally India or other equivalents in India

iii. provides the evidence that it has the financial capability necessary to perform the contract and that it has generated an **average annual turnover** of at least INR 1 crore in last three years  
   **Documents to support:** IT returns

iv. provides evidence that it has enough practicing lawyers (does not include paralegal and support staff), i.e. at least 10 practicing lawyers on an average for last 3 years  
   **Documents to support:** Employee list along with list of Lawyers/ Partners.

v. Firm/Individual should not be blacklisted by any central/state govt or bilateral/multilateral agencies.
Documents to support: An undertaking by the law firm duly signed by the authorized representative
vi. Joint Ventures, Sub-consultants, agents (declared or not), sub-contractors, are not allowed for this assignment.

B. TIER 1 LAW FIRMS
[ADDITIONAL QUALIFICATION FOR TIER 1]
In addition to satisfying criterions under General Category mentioned above, law firms competing under the Tier 1 category will need to satisfy conditions prescribed hereunder.
There shall be separate bidding for “Tier 1” category law firms. Selected bidders in Tier 1 category will be primarily allocated work which requires specialized & in-depth expertise in specific areas of law, with quick turn-around-time. This will also include matters where advice is required across various practice areas and can involve a range of legal services from corporate legal advisory, contracting, drafting, strategy advice, litigation etc. Thus, in order to meet these additional special requirements, the additional qualifications to bid in tier 1 category are:

i. provides the evidence that has generated an average annual turnover of over 200 Crore for the last three years and manpower i.e practicing lawyers (does not include paralegal and support staff) of over 200 numbers

Documents to support: Employee list along with list of Lawyers/Partners and IT returns

Tier 1 Proposers can’t apply for “General Category”

B. Preparation of Proposals

9.1 This RFP has been issued in the English Language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.

10.1 The Proposal shall comprise the following:

TECHNICAL PROPOSAL

(1) Power of Attorney to sign the Proposal
(2) TECH-1
(3) TECH-2
(4) TECH-3
(5) TECH-4
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(6)</td>
<td>TECH-5 AND</td>
</tr>
</tbody>
</table>
| Financial Proposal: | (1) FIN-1  
|  (2) FIN-2  
| (3) Statement of Undertaking (if required under Data Sheet 10.2 below) |
| 10.2 | **Statement of Undertaking is required**  
|  Yes- included as paragraph (e) in Form TECH-1 |
| 11.1 | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**  
|  No |
| 12.1 | **Proposals must remain valid for 180 days after the proposal submission deadline.** |
| 12.12 | **3 months** |
| 13.1 | **Clarifications may be requested no later than 7 days prior to the submission deadline.**  
| National Skill Development Corporation  
| 301, 3rd Floor, West Wing, Worldmark – 1 Aerocity, New Delhi – 110037  
| T: +011-47451600-10 | F: +91-11-46560417  
| Email: procurement@nsdcindia.org  
| Website: www.nsdcindia.org |
| 15.2 | **The format of the Technical Proposal to be submitted is:**  
|  As per Technical Forms mentioned in Data Sheet 10.1  
| Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| 16.1 | (8)[**insert relevant type of expenses, if/as applicable**] |
| 16.2 | **A price adjustment provision applies to rates:**  
|  No |
### Section 2. Instructions to Consultants

| 16.3 | GST will be paid as per applicable rates TDS however will be deducted as applicable. |
| 16.4 | **The Financial Proposal shall be stated in the following currencies:** INR |

### C. Submission, Opening and Evaluation

| 17.1 | **The Consultants shall submit their Proposals** through e procurement portal of NSDC as below |

**DEFINITIONS:**

a. NSDC e-Procurement Portal: An e-tendering portal of National Skill Development Corporation (“NSDC”) introduced for the process of e-tendering which can be accessed on [https://nsdc.eproc.in](https://nsdc.eproc.in). The portal is managed by C1 India Private Limited.

**Pre-requisites:**

(i) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSDC. Bidders can see the list of licensed CA’s from the link [www.cca.gov.in](http://www.cca.gov.in). C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at kartik.sehgal@c1india.com

(ii) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the NSDC e-Tendering Portal ([https://nsdc.eproc.in](https://nsdc.eproc.in))

(iii) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal ([https://nsdc.eproc.in](https://nsdc.eproc.in))

(iv) For helpdesk please contact Help Desk Nos. +91-124-4302033 / 36 / 37

(v) Participant are requested to email their issues to helpdesk at nsdcsupport@c1india.com This will help serving the
(vi) The amendments/clarifications to the tender, if any, will be posted on the NSDC eTendering Portal ([https://nsdc.eproc.in](https://nsdc.eproc.in)).

(vii) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

(viii) It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Skill Development Corporation nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

<table>
<thead>
<tr>
<th>Section 2. Instructions to Consultants</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>17.4</strong> The Consultant must submit:</td>
</tr>
<tr>
<td>(a) Technical Proposal, (b) Financial Proposal,</td>
</tr>
<tr>
<td><strong>17.7 and 17.9</strong> The Proposals must be submitted no later than:</td>
</tr>
<tr>
<td>Date: 28th November 2019</td>
</tr>
<tr>
<td>Time: 16:00 hrs IST (Indian Standard Time)</td>
</tr>
<tr>
<td><strong>19.1</strong> An online option of the opening of the Technical Proposals is offered: Yes</td>
</tr>
<tr>
<td>The opening shall take place at:</td>
</tr>
<tr>
<td>“same as the Proposal submission address”</td>
</tr>
<tr>
<td>Bidders who choose to attend proposal opening may visit</td>
</tr>
<tr>
<td>National Skill Development Corporation</td>
</tr>
<tr>
<td>301, 3rd Floor, West Wing, Worldmark – 1 Aerocity, New Delhi – 110037</td>
</tr>
<tr>
<td>T: +011-47451600-10</td>
</tr>
<tr>
<td>Email: <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a></td>
</tr>
<tr>
<td>Website: <a href="http://www.nsdcindia.org">www.nsdcindia.org</a></td>
</tr>
<tr>
<td>Date: 29th November 2019</td>
</tr>
<tr>
<td>Time: 16:30 hrs IST (Indian Standard Time)</td>
</tr>
</tbody>
</table>
In addition, the following information will be read aloud at the opening of the Technical Proposals Name of the consultant firm.

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

<table>
<thead>
<tr>
<th>Sl</th>
<th>Requirement</th>
<th>Documents to Attach</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Must have handled at least 7-10 legal accounts in any sector, with annual revenue of Rs. 10 lakh (minimum) in each of the said account, General Corporate, banking Finance, Commercial contracting, Public Projects, PPPs, etc, during the last 3 financial years (2016-17, 2017-18 and 2018-19). The annual revenue should only consist of legal services paid by the client.</td>
<td>Copies of Contract with client Or Letters of confirmation from client</td>
<td>2 points per account (subject to maximum of 15)</td>
</tr>
<tr>
<td>2</td>
<td>Credentials/experience of managing clients: who are Public Private Partnerships who are Not-for-Profits who are from Skilling Sector</td>
<td>Credentials/experience of managing clients: who are Public Private Partnerships who are Not-for-Profits who are from Skilling Sector</td>
<td>Confirmation letter from Clients</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| 3 | NA | Number of full time/part time employees (all practicing law professionals) with the firm with at least two employees having experience of more than 10 years | NA | 10-20 employees: 2 marks  
More than 20: 5  
**Max total possible:** 05 |
| 4 | Work experience of 5 years or more in the following practice area Intellectual Property Law, Criminal Law. | Work experience of 2 years or more in the following practice area Intellectual Property Law, Criminal Law. | IP Law: 2.5 point  
Criminal Law: 2.5 points | IP Law: 4 points  
Criminal Law: 4 points  
Litigation practice: 2 points  
**Max total possible:** 10 |
| 5 | Proposer must have office in Delhi- NCR. Additional offices will have additional marks | Proposer must have office in Delhi- NCR Additional offices will have additional marks | Office registration details/ Attested declaration of all offices | Delhi office- 05 points  
Every additional office beyond Delhi NCR-1 point (up to a maximum of 05)  
**Max total possible:** 10 |
Section 2. Instructions to Consultants

<table>
<thead>
<tr>
<th>Approach &amp; Methodology. Presentation by Proposer of their offering and value they can add to NSDC</th>
<th>Max total possible: 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>35 points</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expertise of Partners, Senior Partners and Management core team (up to maximum of 5) who will be serving NSDC account</th>
<th>CVs of core team serving NSDC</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>25 points</td>
</tr>
</tbody>
</table>

Minimum criteria to pass is to score 70 marks in each category.

**Evaluation of Technical Proposals and Finalization of Framework Agreements:**

1. Proposer will be evaluated for its technical capabilities as per the format provided above.
2. Proposer must pass the technical criteria with minimum of 70 marks to be eligible for considering their Financial Proposals to be opened.

23.1 **An online option of the opening of the Financial Proposals is offered:**

Yes

“The online opening procedure shall be: same as proposal submission and proposal opening procedure. Financial Proposals of only those consultants will be opened, who have attained the required qualifying marks in the technical evaluation.

The results of the technical evaluation will be informed to the consultants and those who wish to attend opening of financial proposals may visit NSDC Office at a date and time to be informed later.

Depending upon the number of responses; NSDC reserves the right to increase or decrease the number of firms for the Framework Agreement for both the packages.”
In the event of identification of a potentially abnormally Low-price Bid, where the Bid price, in combination with other constituent elements appears unreasonably low, purchaser shall reject the Bid.

### 26.1

**The single currency for the conversion of all prices expressed in various currencies into a single one is:** INR

### 27.1

**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

\[ Sf = 100 \times \frac{Fm}{F} \]

in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

**[or replace with another inversely proportional formula acceptable to the Bank]**

**The weights given to the Technical (T) and Financial (P) Proposals are:**

- \( T = 80 \)
- \( P = 20 \)

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (\( T = \) the weight given to the Technical Proposal; \( P = \) the weight given to the Financial Proposal; \( T + P = 1 \)) as following: \( S = St \times T\% + Sf \times P\% \).

### D. Negotiations and Award

### 28.1

**Expected date and address for contract negotiations:**

**Date:** Dec 2019  
**Address:**
National Skill Development Corporation  
301, 3rd Floor, West Wing,  
Worldmark – 1 Aerocity,  
New Delhi – 110037  
**T:** +011-47451600-10  
**F:** +91-11-46560417
Section 3. Technical Proposal – Standard Forms
To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the empanelment method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

We hereby declare that:

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

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

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

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the NSDC’s policy in regard to corrupt and fraudulent practices as per ITC 5.

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

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

(g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key
Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature (In full and initials): __________________________
Name and Title of Signatory: __________________________
Name of Consultant (company’s name):
In the capacity of: __________________________

Address: __________________________
Contact information (phone and e-mail): __________________________

Schedule of Requirements (Package – 1)

<table>
<thead>
<tr>
<th>S #</th>
<th>Tentative jobs (Scope of Work)</th>
<th>Proposal Security by all Firms (In INR)</th>
<th>Performance Security by the Empaneled Firm/s (in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
</tr>
<tr>
<td>1</td>
<td>Legal Due Diligence of proposals</td>
<td>50,000</td>
<td>2,00,000</td>
</tr>
<tr>
<td>2</td>
<td>Drafting of Loan and Facilities Agreements</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Schedule of Requirements (Package – 2)

<table>
<thead>
<tr>
<th>S #</th>
<th>Tentative jobs (Scope of Work)</th>
<th>Proposal Security by all Firms (in INR)</th>
<th>Performance Security by the Empaneled Firm/s (in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Opinion, issuance of Legal Notices, Handling Litigation matters, Drafting and Review of various types of Legal Documents on various matters, as and when required.</td>
<td>50,000</td>
<td>2,00,000</td>
</tr>
</tbody>
</table>
FORM TECH-2

CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<table>
<thead>
<tr>
<th>Duration</th>
<th>Assignment name/&amp; brief description of main deliverables/outputs</th>
<th>Name of Client</th>
<th>Approx. Contract value (in INR equivalent)/Amount paid to your firm</th>
<th>Role on the Assignment</th>
<th>Type of organization: Public/Pvt / Govt/NGO / PPP</th>
</tr>
</thead>
<tbody>
<tr>
<td>{e.g., Jan.2010–Apr.2013}</td>
<td>{e.g., “training of trainer in....etc”}</td>
<td>{e.g., Ministry of ......., country}</td>
<td>{e.g., 5 million....}</td>
<td>{e.g., Lead partner A&amp;B&amp;C}</td>
<td></td>
</tr>
</tbody>
</table>
### Section 3. Technical Proposal – Standard Forms

<table>
<thead>
<tr>
<th>Duration</th>
<th>Assignment name/&amp; brief description of main deliverables/outputs</th>
<th>Name of Client</th>
<th>Approx. Contract value (in INR equivalent)/ Amount paid to your firm</th>
<th>Role on the Assignment</th>
<th>Type of organization: Public/Pvt / Govt/NGO / PPP</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS</td>
<td>{e.g., design of academic framework... .etc}</td>
<td>{e.g., departm ent of........., country}</td>
<td>{e.g., .5 million}</td>
<td>{e.g., sole Consult ant}</td>
<td></td>
</tr>
</tbody>
</table>

**FORM TECH-3**

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE**

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing each of the tasks in TORs, to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
FORM TECH-4

NOT USED
## FORM TECH-5

### CURRICULUM VITAE (CV)

<table>
<thead>
<tr>
<th>Position Title and No.</th>
<th>{e.g., K-1, PROJECT LEADER}</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Expert:</td>
<td>{Insert full name}</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>{day/month/year}</td>
</tr>
<tr>
<td>Country of Citizenship/Residence</td>
<td></td>
</tr>
</tbody>
</table>

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

________________________________________________________________________
________________________________________________________________________

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<table>
<thead>
<tr>
<th>Period</th>
<th>Employing organization and your title/position. Contact info for references</th>
<th>Country</th>
<th>Summary of activities performed relevant to the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g., May 2005- present]</td>
<td>[e.g., Ministry of ......, advisor/consultant to... For references: Tel.........../e-mail......; Mr. Hbbbb, deputy minister]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Membership in Professional Associations and Publications:**

________________________________________________________________________

**Language Skills** (indicate only languages in which you can work): __________________
### Adequacy for the Assignment:

<table>
<thead>
<tr>
<th>Detailed Tasks Assigned on Consultant’s Team of Experts:</th>
<th>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>{List all deliverables/tasks in which the Expert will be involved}</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Expert’s contact information: (e-mail …………………., phone……………..)

### Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

{day/month/year}

<table>
<thead>
<tr>
<th>Name of authorized Representative of the Consultant (the same who signs the Proposal)</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

{day/month/year}
Section 4. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs
To:     [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} [Insert amount(s) in words and figures], [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} [Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

<table>
<thead>
<tr>
<th>Name and Address of Agents</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature {In full and initials}: __________________________
Name and Title of Signatory: __________________________
In the capacity of: __________________________
Address: __________________________
E-mail: __________________________
### Form FIN-2 Summary of Costs

#### (Package - 1)
For package 1, we invite lump sum amounts and NOT hourly rates

<table>
<thead>
<tr>
<th>Task to be carried out</th>
<th>Proposed rate/bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Diligence of Proposals</td>
<td>Fixed rate required per proposal</td>
</tr>
</tbody>
</table>

#### (Package - 2)

<table>
<thead>
<tr>
<th>Task to be carried out</th>
<th>Proposed rate/bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentation/Agreement – (Drafting of agreements)</td>
<td>Blended hourly rates</td>
</tr>
<tr>
<td>Legal Notices/Replies and Rejoinders</td>
<td>Blended hourly rates</td>
</tr>
<tr>
<td>Drafting of Petition/ Replies/ rejoinders</td>
<td>For High Court</td>
</tr>
<tr>
<td>For NCLT/ NCLAT/Other Tribunals</td>
<td>Fixed Rate required per filing (Filing refers to substantive petition/ reply along with all supporting like affidavits vakalatnama)</td>
</tr>
<tr>
<td>For other courts (lower)</td>
<td>Fixed Rate required per filing (Filing refers to substantive petition/ reply along with all supporting like affidavits vakalatnama)</td>
</tr>
<tr>
<td>Replies for objections from Trademark office/Copyright office</td>
<td>Fixed Rate required per filing (Filing refers to substantive petition/ reply along with all supporting like affidavits vakalatnama)</td>
</tr>
<tr>
<td>Applications for registering of trade mark/ copyright</td>
<td>Fixed rate required per filing</td>
</tr>
<tr>
<td>Appearances before police stations and follow ups for FIR registrations, complaints resolution</td>
<td>Blended hourly rates</td>
</tr>
</tbody>
</table>
Additionally, assignments that are not covered in NSDC’s fixed rate card shall be treated as assignment under Package 2 for which individual competitive fee quotes as well as legal strategy will be invited from the empaneled legal service provider having expertise in the specific practice area.

This can be either a lumpsum rate, a retainership (temporary), or an hourly rate.

The work assignment will be awarded to the empaneled legal service provider with the lowest rates, combined with the evaluation of best legal strategy /proposal.
Section 5

Form of Proposal-Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]

To: [complete name of Client]

We, the undersigned, declare that:

We understand that, according to your conditions, proposals must be supported by a Proposal- Securing Declaration.

We accept that we will automatically be suspended from being eligible for participating in any contract with the client for the period of time of three months starting on [date of Opening of Proposals], if we are in breach of our obligation(s) under the RFP conditions, because we:

(a) have withdrawn our Proposal during the period of Proposal validity specified in the Form Tech - 1; or

(b) having been notified of the acceptance of our proposal by the client during the period of proposal validity, (i) fail or refuse to sign the Contract; in accordance with the ITC.

We understand this Proposal Securing Declaration shall expire if we are not the successful consultant, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our proposal.

Name of the Consultant* ___________________________________________

Name of the person duly authorized to sign the Proposal on behalf of the Consultant** ___________________________________________

<table>
<thead>
<tr>
<th>Title of the person signing the Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
Signature of the person named above

Date signed ____________________________ day of ________________

**: Person signing the Proposal shall have the power of attorney given by the consultant’s firm attached to the Proposal**
Section 6. NSDC Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

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

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

b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;

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

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non-competitive levels.
Section 7. Terms of Reference

Terms of Reference (ToR) - Empanelment of Law Firms: Legal Services Support to NSDC

1. Introduction:

National Skill Development Corporation (NSDC) is a not-for-Profit Company set up by the Ministry of Finance and licensed under Section 25 of the Companies Act, 1956. Its shares are held by Government of India through Ministry of Skill Development and Entrepreneurship (49%), while the private sector has the balance 51%. NSDC is a one of its kind, Public Private Partnership in India. It aims to promote skill development by catalyzing creation of large, quality, for-profit vocational institutions. It provides funding to build scalable, for-profit vocational training initiatives. Its mandate is also to enable support systems such as quality assurance, information systems and train the trainer academies either directly or through partnerships and setting up Sector Skill Councils.

2. Background:

NSDC was initially set up under the Prime Minister’s National Council on Skill Development with the primary mandate of enhancing and supporting Private Sector initiatives for Skill Development in India. At present, NSDC functions under the aegis of the Ministry of Skill Development & Entrepreneurship (MSDE). In order to fulfill its objectives, NSDC solicits and funds proposals that have sustainable business models. Proposals need to be submitted in prescribed formats and are evaluated under the tenets of the guidelines set out under the ‘Financial Management & Procurement Manual’. The proposals submitted should be robust with scalable and sustainable business models catering to sectors with unmet needs. Ideally, the business models should be serving high growth sectors, unorganized sectors or training to develop the skill ecosystem. Proposals must be outcome oriented and should focus on employability through placement in industry and/or self-employment opportunities. This document contains guidelines under which proposals for different training / skilling categories should be submitted. NSDC acts as a catalyst in skill development by providing funding to enterprises, companies and organizations that provide skill training. It will also develop appropriate models to enhance, support and coordinate private sector initiatives. NSDC is also the implementing agency of various Government Skill Training Schemes like PMKVY, PMKK etc.

3. Objectives:

NSDC receives proposals from entities, including for-profit and not-for-profit organizations. The procedure followed by NSDC for inviting and evaluating proposals includes the legal due diligence, financial due diligence, approval of the proposal and implementation of the proposal with proper checks and balances. Kindly refer the financial and procurement manual of NSDC available on NSDC website - https://www.nsdcindia.org/sites/default/files/files/Financial-Management-and-Procurement-Manual-NSDC.pdf.
Apart from above, other legal services, including transaction support, dispute resolution, advisory, contract drafting as mentioned in Scope of Assignment are required and these may span across multiple Practice areas.

4. Scope of Assignment:
The scope of assignment includes following activities:

CATEGORIES OF WORK
There will be two broad categories of work

Package 1: Due Diligence of Loan Proposals: Pre identified tasks that are part of the routine functioning of NSDC legal team. These are likely to have pre- fixed templates/ formats and will only require customization for specific needs.

Package 2: These are legal services pertaining to legal opinions, commercial contracts, review and drafting of Agreements, Transaction support, corporate legal advisory, litigation etc that may be required by the Company from time to time.

PACKAGE – 1

1. Due Diligence of Loan Proposals

<table>
<thead>
<tr>
<th>Stages in Proposal Evaluation as per the Financial Management and Procurement Manual for disbursement of Loans &amp; Grants of NSDC (available on website of NSDC – <a href="http://www.nsdcindia.org">www.nsdcindia.org</a>)</th>
<th>Activities/Deliverables to be done by Legal Due Diligence Partner*</th>
</tr>
</thead>
</table>
| **Due Diligence Stage** | • Discussions with the management team of the proposal owner (including visit to their office / centre) for clarifications and additional document.  
• Communicating key issues and obtain responses from proposal owner.  
• Conduct Due Diligence of the proposal.  
• Provide suggestion(s)/recommendation(s) to mitigate risk. |
| Proposal Evaluation Committee (PEC) | • Presenting legal due diligence report to the PEC and any other authority as may be required.  
• Provide clarification/information as sought by NSDC. |
| Proposal Approval Committee (PAC) | • Assisting NSDC in making presentations/reports to the PAC w.r.t. due diligence of the proposal done by it. |
| | • Provide clarification/information as sought by PAC.  
| | • Representation as a legal diligence partner, if required.  

Legal Opinion / Reply to Queries | • On any matter or issue related to proposals handled by Legal Service Provider for any of the stages above arising at any point of time within 5 days of submission of due diligence report to NSDC  

**PACKAGE 2**
These are legal services that may relate to:
- Commercial contract drafting/review  
- General corporate advisory  
- Transaction structuring and advisory  
- Legal opinions  
- Complex agreement drafting  
- Litigations and Dispute resolution  
- Specific brief for particular account/partner which may require a combination of services in package 1  
- Any legal services not covered in package 1

- **Documentation/Agreement - Drafting and Execution of standard form contracts:**

  **This includes:**

  **Funding documents**
  - Drafting of Loan/Grant/Investment Agreements.
  - Drafting of other facilities agreement required in respect to the above said agreements.
  - Amendments /addendums to the above

- **CSR project execution documents**
  - Drafting of MoUs where CSR funds from Donor are disbursed to NSDC to execute CSR projects
  - Drafting of Service Level Agreements with NSDC Training Partners for execution of CSR Projects
  - Amendments /addendums to the above
Vendor Contracts
- Annual rate contracts for empanelment of service providers /goods providers
- Contracts for purchases of services of goods

These are likely to be standard agreements with pre-fixed templates that may require customization

Notices
Legal Notices and their respective Rejoinders/Replies and may include the following: Show Cause Notice, Take Down Notice, Cease and Desist Notices, Warning Notice, Termination Notice, Notice for recovery of amounts (loans and others), notices for invocation of Guarantees and other securities

Litigation, Drafting of petition and appearances
This may include
- Drafting of petition before NCLT/NCLAT/HC/other Courts and Tribunals
- Drafting of response/ rejoinder for NCLT/NCLAT/HC/other Courts and Tribunals
- Appearances before NCLT/HC/NCLAT/HC/other Courts and Tribunals
- Responses to objections on trademark registration and appearances before trademark officers
- Appearances before police stations
- Applications for interlocutory applications

Review/Audit of sets of documents/contracts
This includes examination of a set of documents (for e.g all funding documents; or all CSR execution documents) for check of enforceability of documents, compliance with stamping and registration requirements, pointing out any serious deficiencies in document or risk not covered in document.

Expected Outputs, timeline and payments:
Payment to the selected empaneled legal service provider shall be made on completion of services and upon submission of invoice.

1. Package 1: Payments will be made 30 days after submission of invoice
   Invoice shall be raised only after final deliverable has been submitted to NSDC (e.g. due diligence report etc.), and any NSDC queries, clarifications, requests for re-work have been resolved.

2. Package 2: A separate work assignment may be made for work under package 2 which will govern, payment amounts, rates, as well as timelines for deliveries.
Duration of Empanelment:
The empanelment will be initially for a period of two years, which can be extended through mutual agreement for a further period of up to two years on yearly basis.

Penalty
In cases, where NSDC has to incur monetary losses for any established negligence (for example the lawyer doesn’t attend court hearing or fails to file the reply in time) on the part of the empaneled Legal Service Provider the loss shall be made good by the empaneled legal service provider.
NSDC shall realize the amount from the empaneled legal service provider from its pending bills or by raising claims.

5. Reporting Arrangements

Law Firms to whom assignments have been awarded will report to NSDC’s Head of Legal Department for purposes of the assignment.

6. Review Committee

The performance and deliverables of the empaneled firm/s will be reviewed by a Working Group constituted by the CEO & MD and response shall be provided to the firm/s on the deliverables.
Tentative template of Framework Agreement

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

1. **National Skill Development Corporation**, a company incorporated under the Companies Act, 1956, and having its registered office at 301, West Wing, World Mark – I, Aerocity, New Delhi - 110037 (hereinafter referred to as “NSDC” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns); and

2. [], a [] incorporated under the [], and having its registered office at [] (hereinafter referred to as “Service Provider” whose expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and successors-in-interest and assigns).

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

WHEREAS

(A) NSDC is a non-profit company incorporated under the Companies Act, 1956 (“Act”) and has the license under section 25 of the said Act (corresponding to section 8 of the Companies Act 2013) and established as a public private partnership with the object of developing unskilled and semi-skilled labour force into productive and skilled labour and to establish, manage, run and support institutes and polytechnics for achieving this objective (“Business”).

(B) NSDC has through an request for proposal dated [], (“RFP”) to be read along with corrigendum issued with the RFP, is any, has called for proposals/bids to provide Services (defined in Schedule I to this Agreement)

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

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

1. Definition and Interpretation

1.1. In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires.

(a) “Applicable Law” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

(b) “Authority” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory
body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country.

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

(d) “Force Majeure” means an act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance.

(e) “Intellectual Property” or “Intellectual Property Rights” shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the Services or any part thereof and which exist, or may exist, in any jurisdiction anywhere in the World.

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

1.2. Interpretation

(a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.

(b) Terms may be defined in clause 1 above, or elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.
(c) Reference to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be.
(d) References to the singular will include the plural
(e) References to the word “include” shall be construed without limitation.

2. Appointment of Service Provider
2.1. NSDC has entered into this Agreement to allow NSDC to award an order (“Order” or Purchase Order” or “Assignment”) under this Agreement.
2.2. The Service Provider will provide services as requested in the Order/Purchase Order/Assignment which shall be along the lines of services described in Schedule I of this Agreement, and in doing so shall adhere to timelines specified in Schedule II of this Agreement
2.3. All services, functions or responsibilities which are reasonably necessary and required for the performance or provision of the Services shall be deemed to be included within the scope of work of the Service Provider.
2.4. Except as specifically excluded, all tools, and materials required by the Service Provider to perform its obligations under this Agreement shall be used by the Service Provider, at no extra cost to NSDC
2.5. If the Service Provider rejects/ does not provide quotation when such a request is sought to award an order, over three times, NSDC shall be entitled to uni-laterally terminate this Agreement, or no longer issues Orders/ Purchase Orders/Assignment under this Agreement

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

[OR]
NSDC will ask for the quotation from Empaneled service providers to obtain their financial costs for the requirement. The Order/ Purchase Order/ Assignment will be assigned to the service Provider, basis a substantive evaluation as well as quotation provided. Thus, each Order will be payable as per price agreed to between NSDC and the Service Provider at the time of issuing the Purchase Order/ Order/ Assignment.

3.2. The amounts shall be due upon receipt of an invoice by NSDC, and all undisputed invoices and charges shall be paid by NSDC within 30 (thirty) days of receiving such invoice from the Service Provider.
3.3. The Service Provider recognizes that payments are linked to, and dependent on the successful completion of Services, within timelines mentioned in this Agreement, and submission of all relevant deliverables sought under this Agreement.
3.4. All payments shall be made in INR.
3.5. All charges are exclusive of all applicable taxes that may be levied, imposed, charged or incurred. NSDC shall pay the consideration due under this Agreement (including taxes) after deducting any tax deductible at source, at the applicable rate. NSDC shall furnish a tax certificate evidencing payment of the tax deductible at source to the appropriate government
entity or Authority on a timely basis.

3.6. All payments are inclusive of all out of pocket expenses. Except as provided under the Agreement, the Service Provider shall not be entitled to claim any out of the pocket expenses incurred pursuant to its performance of obligations under the Agreement.

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

5. Termination
5.1. Either Party may terminate this Agreement by giving written notice of 15 (fifteen) days to the other in the event that:
   (a) the other Party has committed a material breach of any of its obligations hereunder which cannot be remedied;
   (b) the other Party has committed a material or repeated breach of any of its obligations hereunder and has failed to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice so to do;
   (c) the other Party goes into liquidation or bankruptcy (whether compulsory or voluntary) or an administrator or receiver is appointed over the whole or any part of that other Party’s assets or if that other Party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that other Party or any similar occurrence under any jurisdiction affects that other Party; or
   (d) the other Party ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.

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

5.3. NSDC may terminate this Agreement immediately if NSDC determines that the Service Provider and/or its employees, sub-contractors, sub-consultant, sub- vendors, agents have engaged in Corrupt or Fraudulent practices in executing this Agreement. The terms “corrupt” and “fraudulent” are defined in Schedule III to this Agreement

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

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

6.2. Within 7 (seven) business days after termination, upon the request of NSDC, Service Provider will return or destroy, at the option of NSDC, all Confidential Information of NSDC and all materials relating to work in progress of the Services.

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

6.4. The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.

7. Representation and Warranties

7.1. Each Party represents and warrants to the other Party that:
   (a) It has full power and authority to execute, deliver and perform this Agreement.
   (b) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and
   (c) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

7.2. The Service Provider represents and warrants that
   (a) It possesses the necessary experience, expertise and ability to undertake and fulfil its obligations under all phases involved in the performance of its obligations under the Agreement
   (b) All representations made by the Service Provider in the Bis Response is true and accurate
   (c) The Service Provider has read and understood NSDC Procurement Policy and specifically the policy on Fraud and Corrupt Practices (extracted portion in Schedule -III) and shall abide by the same.

8. Performance Guarantee

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

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

9.2. The Service Provider shall immediately terminate and replace a Key Employee who has a. breached any terms and conditions of this Agreement b. has committed a data breach c. is in anyway not in compliance with Applicable Law

9.3. NSDC shall have the right to interview any of the Key Employees engaged by the Consultant to ensure they are duly qualified to provision the Services.

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

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

10. Compliance with Laws

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

11. Intellectual Property Rights

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

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

11.3. NSDC acknowledges that the Intellectual Property Rights owned by Service Provider, independently as separate from providing Services under this agreement, including tools for provision of Services of this Agreement, including discussion notes, learning tools, format and similar materials developed by the Service Provider in the course of its business, shall belong to the Service Provider only.
12. Indemnification
   The Service Provider shall indemnify and hold the other Party harmless from third party claims arising from or related to:
   i. A breach of the terms of this Agreement; or
   ii. A violation of any Applicable Law.
   The foregoing is, however, conditional upon NSDC notifying the Service Provider in writing and in detail without undue delay.

13. Limitation of Liability
   13.1. Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary or punitive damages, or damages for any loss of profits, revenue or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages.
   13.2. The Service Provider or any of their employees or vendors shall not be liable to NSDC or any other person or entity for an amount of damages under this Agreement in excess of the amount of Consideration paid or payable for the applicable Services.
   13.3. The above limitations of liability and exclusions from liability set forth in this Clause 13 shall not apply (i) in cases of gross negligence or wilful misconduct; or (ii) to any liability arising out of fraudulent conduct.

14. Use of Confidential Information
   14.1. The Service Provider may be given access to Confidential Information from NSDC in order to perform its obligations under this agreement.
   14.2. The Service Provider shall:
   14.3. use the Confidential Information of NSDC only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of NSDC) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by NSDC;
   14.4. use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Service Provider exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Service Provider in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Service Provider has assumed in this Agreement with respect to the Confidential Information;
   (a) not, without the prior written consent of NSDC, disclose or otherwise make available NSDC’s Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;
   (b) not copy or reproduce in any manner whatsoever the Confidential Information of NSDC or any part thereof without the prior written consent of NSDC, except where required for her own internal use in accordance with this Agreement; and
promptly upon the request of NSDC, return and confirm in writing the return of all
originals, copies, reproductions and summaries of Confidential Information or, at the
option of NSDC, destroy and confirm in writing the destruction of the Confidential
Information;
14.5. The obligations of confidentiality contained in this Agreement are intended to survive the
termination of this Agreement.

15. Force Majeure
15.1. Neither Party shall be liable for any failure or delay in performance of any obligation, under
this Agreement to the extent such failure or delay is due to a Force Majeure event. The
Party having any such cause shall promptly notify the other Party in writing of the nature
of such cause and the expected delay.
15.2. If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure
event as a result of which that Party is prevented from performing its obligation for more
than thirty (30) days due to such Force Majeure Event ("Aggrieved Party"), the other Party
may decide to release the Aggrieved Party from performing its obligation hereunder or
may modify the relevant provisions of this Agreement affected by the Force Majeure event
so long as the Force Majeure event continues, in order to enable the Aggrieved Party to
perform its other obligations hereunder as so modified.

16. Governing Law and Dispute Resolution
16.1. This Agreement shall be governed by the laws of India.
   (a) In the event of any dispute, controversy or claim arising in any way out of or in
   connection with this Agreement (a "Dispute"), the Parties shall attempt in the first
   instance to resolve such Dispute through amicable discussion. If the Dispute is not
   resolved through such amicable discussion within 30 (thirty) days of a notice of Dispute
   being given or such longer period as the Parties agree to in writing, then any Party may
   refer the dispute for final resolution by arbitration.
   (b) Any Dispute shall be settled by arbitration in accordance with the Rules of Arbitration of
   the Indian Council of Arbitration and the award made in pursuance thereof shall be
   binding on the Parties. The arbitration proceedings shall be held at New Delhi, India.
   (c) The Parties to an arbitration shall keep the arbitration confidential and shall not disclose
   to any person, other than those necessary to the proceedings, the existence of the
   arbitration, any information submitted during arbitration, any documents submitted in
   connection with it, any oral submissions or testimony, transcripts or any award unless
   disclosure is required by law or is necessary for permissible court proceedings such as
   proceedings to recognise or enforce an award.

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

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

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

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

18.4 Delays or Omissions: No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.

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

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

To NSDC:

Head Legal
301, West Wing, World Mark – I, Aerocity, New Delhi - 110037
Phone: 01147451600

To Service Provider:

[]

18.7 Severability: The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
18.8 Survival: The provisions of Clauses [11],[12],[13] and [14] and such other provisions of this Agreement, which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

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

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

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SCHEDULE I OF DRAFT FRAMEWORK AGREEMENT

SERVICE DESCRIPTION

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

[Please see Section vi. OF THIS RFP FOR THE SCOPE OF WORK]