



National Skill Development Corporation
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Empanelment of Law Firms for Providing Legal Services Support to NSDC

Under Framework Agreement (Two Bid: Technical and Financial Bid)

IFP No: IFP/LEGAL/2017/0014

**INVITATION FOR EMPANELMENT OF LAW FIRMS FOR PROVIDING LEGAL SERVICES SUPPORT
TO NSDC UNDER FRAMEWORK AGREEMENT**

IFP REFERENCE : IFP/LEGAL/2017/0014

DATE OF COMMENCEMENT OF
ISSUANCE OF DOCUMENT FOR
SETTING-UP FRAMEWORK
AGREEMENT : 14th July 2017

DATE OF PRE-PROPOSAL CONFERENCE : 26 July 2017 at 1100 Hrs.

LAST DATE AND TIME FOR
RECEIPT OF PROPOSALS : 11 August 2017 1400 Hrs.

TIME AND DATE OF OPENING
OF PROPOSALS : 11 August 2017 1430 Hrs.

PLACE OF OPENING OF PROPOSALS : National Skill Development Corporation
301, West Wing, Worldmark-1,
Aero City, New Delhi – 110 037
T: +011-47451600-10 | F: +91-11-46560417 |
Website: www.nsdcindia.org

ADDRESS FOR COMMUNICATION : National Skill Development Corporation
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Website: www.nsdcindia.org

Invitation for Proposals (IFP)

National Skill Development Corporation (NSDC)

IFP Title: Empanelment of Law Firms for Providing Legal Services Support to NSDC

IFP number: IFP/LEGAL/2017/0014

1. NSDC is a one of its kind, Public Private Partnership in India in which 51% of the total share capital has been contributed by private sector. NSDC has been implementing some of the flagship schemes like Pradhan Mantri Kaushal Vikas Yojana (PMKVY) and Pradhan Mantri Kaushal Kendra (PMKK) of Government of India. NSDC intends to hire Law Firms for which the Service Orders will be issued under the Framework Agreements to be set up through this IFP.
2. NSDC now invites sealed Technical and Financial Proposals from eligible Law firms for setting up the Framework Agreements (FA) for empanelling Law Firms for Providing Legal Services Support to NSDC as per two packages referred below.
 - a. **Fixed Requirements: Package 1:** The package pertains to conducting due diligence and drafting of Loans and Facilities Agreement. At least 3 – 5 Law firms will be awarded Framework Agreements for this package.
 - b. **Varied Requirements: Package 2:** All requirements over and above the package 1 for which quotations will be called from the Law Firms under Framework Agreements. These requirements will mainly consist of obtaining Legal Opinions, issuance of Legal Notices, Handling Litigation matters, Drafting and Review of various types of Legal Documents on various matters. It is expected that at-least 5 - 8 agencies will be awarded with Framework Agreements under this package.
3. Proposers can bid for any or both the packages and may also get into framework agreement in both the packages subject to their meeting the requirements of this IFP. Proposers however, are to indicate the package numbers and submit separate proposals for the respective packages.
4. For Package 1: NSDC has Loan Guidelines and checklists for conducting the due diligence and similarly drafting of Loans and Facilities agreement is very much of standardised activity. Framework Agreement will be entered with 3 – 5 firms for this package. Details of the requirement are provided in Schedule of Requirements. Firms that have been technically qualified will be ranked according to their rates proposed per proposal starting from the lowest. Firms that are not the lowest; will be invited to meet the lowest rates if interested to be empanelled for Package – 1. Law Firms agreeing to meeting the lowest rates will be

awarded the Framework Agreement. The agreement will initially be signed for two years. Based on the performance of the firm and need of NSDC, the agreement will be renewed.

5. For Package 2; NSDC intends to obtain quotes from various firms on various legal matters as per need based which meet the technical criteria being set up in this IFP document, and have been empanelled as a result of that. **The framework agreements under this package will impose no obligation on NSDC for taking any service from the Proposers who sign the framework agreements.**
7. Concerned division or department will raise their requirements (which are not covered under Package 1) to the firms under package 2. Quotations thus obtained will be compared by NSDC and Service Order will be awarded to the lowest empanelled firm.
8. The Framework Agreement for both the packages shall be valid for a period of two years from the date of signing of the agreement. The validity may be extended for a further period (maximum 2 years) in accordance with the terms of the framework agreement.
9. A pre-proposal meeting will be held on 26 July 2017 at 1100 Hrs at the address given below to provide additional clarifications. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff only to attend the pre-proposal meeting:
10. A complete set of documents for setting up framework agreement in English may be downloaded by interested Proposers from the official website of NSDC at www.nsdcindia.org free of cost. Proposer would be solely responsible for ensuring that any subsequent addenda issued thereafter and available in website is also downloaded / incorporated in the document while preparing and submitting Proposals.
11. Proposals must be delivered to the address below at or before 11 August 2017, 14.00 Hrs. All Proposals must be accompanied by a proposal security as specified in the documents for setting up framework agreement. Late Proposals will be rejected. Proposals will be submitted in two envelopes separately for each package. Technical Proposals and Financial Proposal for respective packages be marked accordingly. Technical Proposals will be opened in the presence of the Proposers' representatives who choose to attend at the address below. Financial Proposals of only those proposers will be opened who meet the technical and qualification criteria laid out in the IFP.
12. In the event of the date being declared as a holiday for NSDC's office, the due date for submission of Proposals and opening will be the following day at the appointed times.

Manish Kumar
CEO & Managing Director, NSDC

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Website: www.nsdcindia.org

SECTION I. INSTRUCTIONS TO PROPOSERS

Instructions to Proposers (ITP)

A. INTRODUCTION

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| 1. Scope of Proposals | <p>1. National Skill Development Corporation (NSDC) (hereinafter called the Purchaser), invites Proposals for setting up framework agreement for providing services (as described in the Schedule of Requirements).</p> <p>1.2 Throughout these documents, the terms “writing” means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.</p> |
| 2. Source of Funds | <p>2.1 National Skill Development Corporation</p> |
| 3. Fraud and Corruption | <p>3.1 As per F & C section of Approved Procurement Guidelines of NSDC</p> |
| 4. Eligibility | <p>4.1 This Competition process is open to all firms subject to meeting the technical and qualification as laid down in the IFP</p> <p>4.2 (a) Not Used</p> <p style="padding-left: 40px;">(b) Not Used.</p> <p>4.3 A Bidder that has been blacklisted or de-barred by Central or any State Government will not be eligible to participate.</p> <p>4.4 Pursuant to ITP Sub-Clause 14.1, the Proposer shall furnish, as part of its Proposal, documents establishing, to the Purchaser’s satisfaction, the Proposer’s eligibility to participate in the procurement process.</p> <p>4.5 Proposers shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.</p> |
| 5. Eligible Goods and Services | <p>5.1 Not Used.</p> <p>5.2 For purposes of this clause, (a) the term “Goods” includes any Goods that are the subject of this Invitation for Proposals and (b) the term “Services” includes related services such as transportation, insurance, commissioning, training or any other services (in this case Legal Service support) for which the IFP is raised.</p> |

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- 6. Documents Establishing Eligibility of Goods and Services and Conformity to Documents for setting up Framework Agreement**
- 6.1 Pursuant to ITP Clause 14, the Proposer shall furnish, as part of its Proposal, documents establishing, to the Purchaser's satisfaction, the eligibility of the Services to be provided under the Framework Agreement.
- 6.2 The documentary evidence of the eligibility of the Services shall consist of a statement in the Proposal of the country of origin of the Services offered.
- 6.3 The documentary evidence of conformity of the services for setting up framework agreement may be in the form of literature, drawings, and data and shall consist of:
- (a) Not Used
 - (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- 6.4 Wherever applicable, the Services to be provided under the Framework Agreement shall be registered (if applicable) with the relevant authority in India. A Proposer who has already registered its Services by the time of submission of Proposal should submit a copy of the Registration Certificate with its Proposal. Otherwise, the successful Proposer, by the time of signing of Framework Agreement, shall submit to the Purchaser a copy of the Registration Certificate of the Services for use in India.
- 6.5 For purposes of the commentary to be furnished pursuant to ITP Clause 6.3 (b) above, the Proposer shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Proposer may substitute alternative standards, brand names, and/or catalogue numbers in its Proposal, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 7. Documents Establishing Qualifications of the Proposer**
- 7.1 The Proposer shall provide documentary evidence to establish to the Purchaser's satisfaction that:
- (a) the Proposer has the financial, technical, and production capability necessary to perform the Framework Agreement, meets the qualification criteria specified in the **Section II**,

and has a successful performance history in accordance with criteria specified in the **Section II**.

(b) Not Used.

(c) Not Used.

(d) the Proposer meets the qualification criteria listed in the **Section II**.

- 8. One Proposal per Proposer** 8.1 A firm shall submit only one Proposal either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one Proposal will cause all the Proposals with the firm's participation to be disqualified.
- 9. Cost of preparation and submission of Proposals** 9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the competition process.
- 10. Content of Document for setting up Framework Agreement** 10.1 The Documents for setting up Framework Agreement are those stated below and should be read in conjunction with any addendum issued in accordance with ITP Clause 12.
- Section I. Instructions to Proposers (ITP)
Section II. Qualification Requirements
Section III. Technical Evaluation Criteria & Technical Form
Section IV. Form of Framework Agreement
Section V. Form of Service Order
Section VI. Description of Services
Section VII. Sample Forms
- 10.2 The "Invitation for Proposals" does not form part of the Document for setting up Framework Agreement and is included as a reference only. In case of discrepancies between the Invitation for Proposals and the Document for setting up Framework Agreement listed in 10.1 above, said Document for setting up Framework Agreement will take precedence.
- 11. Clarification of Document for setting up Framework Agreement** 11.1A prospective Proposer requiring any clarification of the Document for setting up Framework Agreement shall contact the Purchaser in writing at the Purchaser's address as mentioned in the IFP. The Purchaser will respond in writing to any request for clarification received no later than ten (10) calendar days prior to the deadline of submission of Proposals. Copies of the Purchaser's response shall be published in the official website of NSDC including a description of the inquiry but without identifying its source.

11.2 A pre-proposal meeting will be held on 26 July 2017 1100 Hrs at the address given in IFP above to provide additional clarifications. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff only to attend the pre-proposal meeting.

12. Amendment of Document for setting up Framework Agreement

12.1 At any time prior to the deadline for submission of Proposals, the Purchaser may amend the Document for setting up Framework Agreement by issuing Addenda.

12.2 Any addendum thus issued shall be part of the Document for setting up Framework Agreement pursuant to ITP Sub-Clause 10.1 and shall be uploaded on the website at www.nsdcindia.org. Proposers would be solely responsible for ensuring that any subsequent addenda issued thereafter and available on website is also downloaded / incorporated while preparing and submitting Proposals.

12.3 To give prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, the Purchaser may extend, at its discretion, the deadline for submission of Proposals, in which case, the Purchaser will issue an addendum and publish on its website.

13. Language of Proposal

13.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Proposer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Proposer may be in another language provided they are accompanied by its accurate translation in English, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

14. Documents Constituting the Proposal

14.1 The Proposal submitted by the Proposer shall comprise the following:

- (a) duly filled-in Form of Technical Proposal and Financial Proposal, in accordance with the forms indicated in Section VII;
- (b) original form of proposal security in accordance with the provisions of ITP Sub-Clause 17 (Proposal Security);
- (c) written power of attorney authorizing the signatory of the Proposal to commit the Proposer;
- (d) the documentary evidence in accordance with ITP Sub-Clause 4.4 establishing to the Purchaser's satisfaction the Proposer's eligibility to submit Proposal including but not limited to documentary evidence that the Proposer is legally incorporated;

- (e) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 6 that the Services to be provided by the Proposer are eligible Services, and that they conform to the Document for setting up Framework Agreement;
- (f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 7 that the Proposer is qualified to perform the Contract if its Proposal is accepted.; and
- (h) Not Used.
- 15. Proposal Form** 15.1 The Proposer shall complete the Technical and Financial Proposal Forms and other forms furnished in the Document for setting up Framework Agreement, indicating the services to be provided, a brief description of the services, etc.
- 16. Period of Validity of Proposals** 16.1 Proposals shall remain valid for the period 120 days after the last date of proposal submission specified in ITP Clause 21. A Proposal valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original proposal validity period, the Purchaser may request the Proposers to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Proposer may refuse the request without forfeiting its proposal security. A Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to extend the validity of its proposal security for the period of the extension.
- 17. Proposal Security** 17.1 The Proposer shall furnish, as part of its Technical Proposal, a proposal security in the amount stipulated in the Annexure A of **Section IV** in Indian Rupees.
- 17.2 **The proposal security shall remain valid for a period of 60 days beyond the validity period for the Proposal.**
- 17.3 The proposal security shall be denominated in Indian Rupees, and shall be in the following forms:
- (a) a bank guarantee issued by a nationalized/scheduled bank in India. The format of the (bank) guarantee shall be in accordance with the form of proposal security included in Section VII.
- 17.4 Any Proposal not accompanied by an acceptable proposal security shall be rejected by the Purchaser as non-responsive. The proposal

security of a joint venture must be in the name of the joint venture submitting the Proposal.

- 17.5 The proposal securities of unsuccessful Proposers will be returned as promptly as possible, but not later than 28 days after the expiration of the period of proposal validity.
- 17.6 The proposal security of the successful Proposer will be returned when the Proposer has signed the Agreement and furnished the required performance security.
- 17.7 The proposal security may be forfeited
- (a) if the Proposer withdraws its Proposal, except as provided in ITP Sub-Clauses 16.2 and 23.3; or
 - (b) in the case of a successful Proposer, if the Proposer fails within the specified time limit to:
 - (i) sign the framework agreement, or
 - (ii) furnish the required performance security.

18. Alternative Proposals by Proposers

- 18.1 Alternative Proposals shall not be accepted.

19. Format and Signing of Proposal

- 19.1 The Proposer shall prepare one original and one copy of the Proposal, clearly marking each one as “ORIGINAL PROPOSAL” and “COPY OF PROPOSAL”, as appropriate. In the event of any discrepancy between them, the original shall govern. The Technical and Financial Proposals will be marked accordingly.
- 19.2 The original and all copies of the Proposal, each consisting of the documents listed in ITP Sub-Clause 14.1, shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorized to bind the Proposer. The later authorization shall be indicated by written power of attorney, which pursuant to ITP Sub-Clause 14.1 (c) shall accompany the Proposal.
- 21.3 Any interlineation, erasures, or overwriting to correct errors made by the Proposer should be initialled by the person or persons signing the Proposal.
- 21.4 The Proposer shall furnish in the Proposal Form (a sample of which is provided in the Sample Forms Section of this document) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this Proposal and to the execution of the Agreement/Service Order if the Proposer is awarded the Agreement/Service Order.

20. Sealing and Marking of Proposals

20.1 The Proposer shall enclose the original and 1 copy of the Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes containing the original and copy shall then be enclosed in another envelope. The procedure will be done for both Technical and Financial Proposal. Firms applying for both the packages will be required to provide proposals in different envelopes duly marked for packages applied for.

20.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Proposer;
- (b) be addressed to the Purchaser at the address below:
CEO & Managing Director, NSDC
National Skill Development Corporation
301, West Wing, Worldmark-1,
Aero City, New Delhi – 110 037
T: +011-47451600-10
- (c) bear the specific identification of this Competition process e.g. **Proposal for setting up Framework Agreement, IFP No. IFP/LEGAL/2017/0014** ; and
- (d) bear a statement “DO NOT OPEN BEFORE 11 August 2017, 1430 Hrs”.

20.3 If the outer envelope (both Technical and Financial Proposal) are not sealed and marked as required by ITP Sub-Clause 20.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Proposal.

21. Deadline for Submission of Proposals

21.1 Proposals must be received by the Purchaser at the address specified in ITP Sub-Clause 20.2 (b) no later than 11 August 2017, 1400 Hrs. In the event of the specified date for the submission of Proposals being declared a holiday for the Purchaser, the Proposals will be received up to the appointed time on the next working day.

21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Proposals by amending the document for setting up Framework Agreement in accordance with ITP Sub-Clause 12.3, in which case all rights and obligations of the Purchaser and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.

22. Late Proposals

22.1 Any Proposal received by the Purchaser after the deadline for submission of Proposals prescribed by the Purchaser in the ITP Clause 21 will be rejected and returned unopened to the Proposer.

**23. Modification and
Withdrawal of
Proposals**

- 23.1 The Proposer may modify or withdraw its Proposal after submission, provided that written notice of the modification, or withdrawal of the Proposals duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of Proposals. No Proposal can be modified subsequent to the deadline for submission of Proposals.
- 23.2 The Proposer's modification shall be prepared, sealed, marked, and dispatched as follows:
- (a) The Proposer shall provide an original and the number of copies specified in ITP Sub-Clause 20.1 of any modifications to its Proposal, clearly identified as such, in two inner envelopes duly marked "PROPOSAL MODIFICATION-ORIGINAL" and "PROPOSAL MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "PROPOSAL MODIFICATION."
 - (b) Other provisions concerning the marking and dispatch of Proposal modifications shall be in accordance with ITP Sub-Clauses 20.2 and 20.3.
- 23.3 A Proposer wishing to withdraw its Proposal shall notify the Purchaser in writing prior to the deadline prescribed for Proposal submission. A withdrawal notice shall be received prior to the deadline for submission of Proposals. The notice of withdrawal shall:
- (a) be addressed to the Purchaser at the address named in the **ITP Sub-Clause 20.2(b)**,
 - (b) bear the specific identification of the IFP title and IFP number, and the words "PROPOSAL WITHDRAWAL NOTICE," and
 - (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the Proposal.
- 23.4 Proposals requested to be withdrawn in accordance with ITP Sub-Clause 23.3, shall be returned unopened to the Proposers.
- 23.5 No Proposal may be withdrawn after the Proposal submission deadline. Withdrawal of a Proposal after proposal submission deadline may result in the forfeiture of the Proposer's proposal security, pursuant to ITP Sub-Clause 17.7.

24. Proposal Opening

- 24.1 The Purchaser will open Technical Proposals, including withdrawal notices and modifications, in public, in the presence of Proposers' representatives who choose to attend, at NSDC office on 11 August 2017 at 1430 hours, and at the place specified in the ITP Sub-Clause **20.2(b)**. Proposers' representatives shall sign a register as proof of their attendance. In the event of the specified date of the proposal opening being declared a holiday for the Purchaser, the Proposals shall be opened at the appointed time and location on the next working day.
- 24.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding Proposal shall not be opened but returned to the Proposer. No Proposal withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at proposal opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding Proposal.
- 24.3 Technical Proposals shall be opened one at a time, reading out: the name of the Proposer and whether there is a modification; the presence or absence of a proposal security; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No Proposal shall be rejected at proposal opening except for late proposals pursuant to Sub-Clause 22.1.
- 24.4 Proposals (and modifications sent pursuant to ITP Sub-Clause 23.2) that are not opened and read out at proposal opening shall not be considered further for evaluation, irrespective of the circumstances.
- 24.5 The Purchaser will prepare minutes of the proposal opening at the end of the opening session, including, as a minimum: the name of the Proposer and whether there was a withdrawal or modification; the presence or absence of a proposal security; the presence or absence of requisite powers of attorney.

The Proposer's representatives who are present shall be requested to sign the minutes. The omission of a Proposer's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Proposers who request them.

- 24.6 *Financial Proposals will be opened for only those proposers who meet the technical and qualification criteria as mentioned in the Section III. The Purchaser will invite all technically qualified proposers to attend the financial proposal opening.*

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- 25. Clarification of Proposals**
- 25.1 During evaluation of the Proposals, the Purchaser may, at its discretion, ask the Proposer for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.
- 26. Confidentiality**
- 26.1 Information relating to the examination, clarification, evaluation, and comparison of Proposals, and recommendations for the award of a Contract shall not be disclosed to Proposers or any other persons not officially concerned with such process until the notification of Contract award is made to all Proposers.
- 26.2 Any effort by the Proposer to influence the Purchaser in the Purchaser's proposal evaluation, proposal comparison, or contract award decisions may result in the rejection of the Proposer's Proposal.
- 26.3 From the time of proposal opening to the time of Contract award, if any Proposer wishes to contact the Purchaser on any matter related to its Proposal, it should do so in writing.
- 27. Examination of Proposals and Determination of Responsiveness**
- 27.1 The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the Proposals are generally in order.
- 27.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Proposal that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Proposer.
- 27.3 Prior to the detailed evaluation, pursuant to ITP Clause 28, the Purchaser will determine whether each Proposal is of acceptable quality, is complete, and is substantially responsive to the document for setting up framework agreement. For purposes of this determination, a substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the document for setting up framework agreement without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Services; (ii) that limits, in any substantial way that is inconsistent with the document for setting up framework agreement, the Purchaser's rights or the successful Proposer's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Proposers who have submitted substantially responsive Proposals.

- 27.4 If a Proposal is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the nonconformity. The Purchaser's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself without recourse to extrinsic evidence.
- 28. Evaluation of Proposals**
- 28.1 The Purchaser will determine to its satisfaction whether the Proposers that are selected as having submitted the responsive Proposals are qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITP Sub-Clause 7.1 read with **Section II**. The Technical Proposals will be evaluated as per the criteria mentioned in section III.
- 28.2 The determination will evaluate the Proposer's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Proposer's qualifications submitted by the Proposer, pursuant to ITP Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate. The Purchaser will also determine whether the Services offered by the Proposer meet the requirements given in Section VI.
- 28.3 An affirmative post qualification determination will be a prerequisite for award of the framework agreement to the Proposer, who also quote lowest evaluated price. A negative determination will result in rejection of the Proposer's Proposal. Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail
- 29. Award Criteria**
- 29.1 The Purchaser will award the Framework Agreements to the Proposers whose Proposals have been determined to be substantially responsive and as per the criteria laid down in section III, provided further that the Proposers are determined to be qualified to perform the Contract satisfactorily, pursuant to ITP Clause 28.
- 30. Purchaser's Right to Accept Any Proposal and to Reject Any or All Proposals**
- 30.1 The Purchaser reserves the right to accept or reject any Proposal, or to annul the competition and reject all Proposals at any time prior to Framework Agreement award, without thereby incurring any liability to the affected Proposer or Proposers.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of proposal validity, the Purchaser will notify the successful Proposers in writing by e-mail, that their Proposals have been accepted.

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- 31.2 The notification of award will constitute the formation of the framework agreement.
- 31.3 Upon the successful Proposers furnishing of the signed Framework Agreement and performance security pursuant to ITP Clause 33, the Purchaser will promptly notify each unsuccessful Proposer and will discharge its proposal security, pursuant to ITP Clause 17.
- 32. Signing of Framework Agreement**
- 32.1 Promptly after the Purchaser notifies the successful Proposers that their Proposals have been accepted, the Purchaser will send the Proposers the Form for setting up the framework agreements provided in the document for setting up framework agreement, incorporating all agreements between the parties.
- 32.2 Within twenty-one (21) days of receipt of the Form for setting up the framework agreement, the successful Proposers shall sign and date the Form and return it to the Purchaser.
- 33. Performance Security**
- 33.1 Within twenty-one (21) days or as mentioned in the Notification of Award from the Purchaser, the successful Proposers shall furnish the performance security in accordance with the Conditions of Framework Agreement, using the Performance Security Form provided in Section VII of the document for setting up framework agreement, or in another form acceptable to the Purchaser.
- 33.2 Failure of the successful Proposer to comply with the requirement of ITP Clause 32 or ITP Sub-Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security.
- 34. Award of Service Orders**
- 34.1 The Purchaser, will issue the Service Orders directly to the Service Providers during the validity of Framework Agreement indicating details like job to be performed, delivery location, delivery schedule etc.
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SECTION II. QUALIFICATION REQUIREMENTS (REF: ITP 7.1 (A))

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

- (i) that, in the case of a Proposer; offering to perform legal services under the Contract which the Proposer offering to provide, that the Proposer:
 - (a) is incorporated/registered firm in India;
 - (b) 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 the value mentioned in the table below during the last three years (2013-14, 2014-15 and 2015-16):

Sl No.	Item	Minimum required average annual turnover for the last 3 years (Rs)
1	Package 1:	Fifty Lakhs
2	Package 2:	One Crore
NOTE: PROPOSERS INTERESTED TO APPLY FOR BOTH THE PACKAGES WILL BE REQUIRED TO MEET THE QUALIFICATIONS SEPARATELY FOR THE PACKAGES.		

- (ii) The Proposer shall also furnish the following documents along with the Technical Proposal:
 - (a) copies of its audited financial statements for the past three financial years (2013-14, 2014-15 and 2015-16)
 - (b) The firm should be a legal firm with license to practice law and provide legal advice in India. (attach copy of licenses)
 - (c) Copy of Service Tax or GST Registration
 - (d) The Firm should not have been blacklisted by Government of India, any State Government in India.

SECTION III: TECHNICAL EVALUATION CRITERIA.

TECHNICAL EVALUATION CRITERIA

This Section complements the Instructions to Proposers. It contains the criteria that the Purchaser shall use to evaluate a bid and determine whether a Bidder qualifies in accordance with the technical criteria being laid down for both the packages.

Contents

1. Technical Evaluation Criteria

Technical Evaluation Criteria for Package 1 & 2

S #	Technical Requirement & Experience	Maximum Marks (100)	Documents to attach
1	The firm must have been in operation for a minimum of five years as on the date of the issue of this IFP providing legal services	20 marks	Agreements or purchase orders
2	<p>The firm must have handled legal accounts in any sector, with annual revenue of Rs. 10 lakh (minimum) in each of the said account, during the last 3 financial years (2013-14, 2014-15 and 2015-16). The annual revenue should only consist of legal services paid by the client.</p> <p>Single account – 10 marks Two accounts – 15 marks More than two accounts – 20 marks</p>	20 marks	Copies of contract / or letter from the client.
3	<p>Additional Marks will be given to the firm who have strong credentials/experience of managing accounts in the social sector and Skill Development or Skill related projects.</p> <ul style="list-style-type: none"> - Experience with Social sector of at least contract value of 10 lakhs of any of last three years ended 31st March 2016 – 5 marks - Experience with Skill Sector of at least contract value of 10 lakhs of any of last three years ended 31st March 2016 – 5 marks <p>In total 10 marks will be awarded, in case experience of both Social and Skill Sector.</p>	10 marks	Copies of contract / completion certificate or letter from the client.
4	<p>Number of full time/part time employees (all practicing law professionals) with the firm</p> <p>2 - 4 employees (with at least one having experience of at least 10 years): 5 marks</p> <p>4 - 6 employees (with at least 2 employees having experience of at least 10 years): 10 marks</p> <p>more than 6 employees (with at least 2 employees having experience of at least 10 years): 15 Marks</p>	15 marks	self-declaration on Non-Judicial stamp paper
5	Firm should have at least 3 years of working experience in the areas of Corporate Laws, Labour Laws, Private Equity/Investment Advisors, RTI, Central and State Legislations. (these experience could be in one or combination	15 marks	Relevant work experience / contracts /

S #	Technical Requirement & Experience	Maximum Marks (100)	Documents to attach
	of one or more areas) (3 marks for each field up to a maximum of 15 marks)		agreements to be attached.
6	Reach: Agency must be in Delhi- NCR (10 marks) <ul style="list-style-type: none"> • Additional office- At least 1 office in other state other than Delhi - NCR (5 marks) • Additional office- more than 1 office in different states other than Delhi- NCR (5 marks) 	20 marks	Office registration and other relevant details.
	Total Marks	100	
Minimum Technical Marks required to pass the Technical criteria: 65			

Evaluation of Technical Proposals and Finalization of Framework Agreements:

a. Technical Qualification for both the packages.

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 65 marks to be eligible for considering their Financial Proposals to be opened.

b. Financial Evaluation

Package 1:

1. Financial Proposals of qualified Technical Proposers will be opened. Prices which are the lowest in both categories i.e. in due diligence and in drafting loan agreements will be ranked as lowest. Rest of the qualified proposers will be invited to meet the lowest prices.
2. 3 – 5 firms will be empanelled for this package.

Package 2:

1. Financial Proposals are not required for this package – 2. As and when required, quotes will be invited from the empaneled firms
2. 5 – 8 qualified firms based on their technical ranking will be awarded the Framework Agreement for Package 2.

NOTE: 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. Or It may be divided into National or State empanelments.

SECTION IV. FRAMEWORK AGREEMENT

Form of Framework Agreement

THIS Agreement (“Agreement”) is entered into this *[insert starting date]*, by and between National Skill Development Corporation, (NSDC); (“the Purchaser”) having its principal place of business at New Delhi, India, and *[insert Service Provider’s name]* (the “Service Provider” or “Provider”) having its principal office located at *[insert Service Provider’s address]*.

This Agreement is a binding contract but imposes no obligation on the Purchaser to avail the estimated or any services from the Supplier.

WHEREAS, the Purchaser wishes to have the Service Provider provides the services hereinafter referred to, and

WHEREAS, the Service Provider is willing to provide these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Scope** The Purchaser has entered into Framework Agreements with the Service Provider in order to allow NSDC (Purchaser) to award Service Order under the Framework Agreement. The Service Provider shall provide the services specified in Annex A (“Schedule of Requirements,” which is made an integral part of this Agreement) as and when the NSDC issues the Service Orders (in the format specified at Section V) specifying the details of services to be delivered along with the delivery schedule.
2. **Term** This framework agreement shall be valid for a period of 2 year commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period (maximum duration of the agreement shall not be more than 4 years) as may be subsequently agreed by the parties in writing.
3. **Country of Origin** Not Used.
4. **Standards** The services supplied under this Agreement shall conform to the standards mentioned in the Description of Services.
5. **Use of Documents and Information** The provider shall not, without the Purchaser’s prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Provider in the performance of the Agreement.
6. **Inspection and Audit** Not Used.
7. **Fraud and Corruption** As per F & C Section of Approved NSDC Procurement Guidelines
8. **Conflict of Interest** The Provider declares that it (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with Provider) has not been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Services described in this framework agreement.

9. Registration of Goods	Not Used.
10. Patent Rights	Not Used.
11. Performance Security	Within twenty-one (21) days or as mentioned in the notification of the Agreement award, the successful Proposer shall furnish to the Purchaser the performance security in the amount specified in the Annex A to this Agreement. 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 in the Documents for setting up framework agreement. The performance security will be returned to the Supplier not later than thirty (30) days following the date of expiry of the Agreement and Service Orders issued under the Agreement, including any warranty obligations.
12. Inspections and Tests Not Applicable for this assignment	Not Used.
13. Packing not applicable for this assignment	Not Used.
14. Delivery and Documents	a. Not Used. b. Documents or soft files will be sent to NSDC as per requirements of the assignment. Final product should be as desired by the concerned section/division. Service Provider will be responsible for taking precautionary measures against any plagiarism, or copy righted material; that must not to be used for NSDC assignment.
15. Insurance	Not Used.
16. Transportation	Not Used
17. Incidental Services	Not Used
18. Warranty	Not Used.
19. Payment	Hundred (100) percent of the services received under each Service Order shall be paid by NSDC within thirty (30) days of receipt of the services upon submission of invoice and other documents mentioned under the Service Order.
20. Prices	Price quoted by the Service Provider shall be fixed and firm for the duration of this Framework Agreement and Service Orders, including any extensions.

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- 21. Amendments** Any variation or modification to this Agreement or the Service Orders shall be made only by written amendment signed by the parties.
- 22. Assignment** The provider shall not assign, in whole or in part, its obligations to perform under this Agreement, except with the Purchaser's prior written consent.
- 23. Delays in the Provider's Performance** Performance of the Services shall be made by the Provider in accordance with the time schedule prescribed by the Purchaser in the Service Orders. If at any time during performance of the Service Order, the Provider should encounter conditions impeding timely performance of Services, the Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Provider's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Provider's time for performance, with or without penalties, in which case the extension shall be ratified by the parties by amendment of the Service Order.
- 24. Penalty** Subject to Clause 23, if the Provider fails to perform the Services within the period(s) specified in the Service Order, the Purchaser shall, without prejudice to its other remedies under the Agreement, deduct from the Service Order Price, as penalty, a sum equivalent to 0.5% of price of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the 10% of the Service Order price. Once the maximum is reached, the Purchaser may consider termination of the Agreement or the Service Order pursuant to Clause 25.
- 25. Termination for Default** The Purchaser, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the Provider, may terminate this Agreement in whole or in part:
- (a) if the Provider fails to deliver any or all of the services within the period(s) specified in the Service Order, or within any extension thereof granted by the Purchaser; or
 - (b) if the Services do not meet the Technical Specifications or registration requirement (if any) stated in the Agreement; or
 - (c) if the Provider, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 7, in competing for or in executing the Agreement; or
 - (b) if the Provider fails to perform any other obligation(s) under the Agreement.
- In the event the Purchaser terminates the Agreement in whole or in part, pursuant to this Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the provider shall be liable to the Purchaser for any excess costs for such similar Services.
- 26. Termination for Insolvency** The Purchaser may at any time terminate the Agreement by giving written notice to the Provider if the Provider becomes bankrupt or otherwise insolvent.

27. Termination for Convenience The Purchaser, by written notice sent to the Provider, may terminate the Agreement or the Service Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Provider under the Agreement or Service Order is terminated, and the date upon which such termination becomes effective. The Services that are already provided before the Provider’s receipt of notice of termination shall be accepted by the Purchaser at the terms and prices described in the Agreement and the Service order.

28. Dispute Resolution Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be New Delhi.

29. Applicable Law The Agreement shall be interpreted in accordance with the laws of Union of India.

30. Notices Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing. The Purchaser’s addresses for notice purposes is:

CEO and Managing Director, NSDC
 National Skill Development Corporation
 301, West Wing, Worldmark-1,
 Aero City, New Delhi – 110 037
 T: +011-47451600-10 | F: +91-11-46560417 |
 Email: procurement@nsdcindia.org
 Website: www.nsdcindia.org

The Supplier’s addresses for notice purposes is:

.....

The Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Purchaser.

32. Clauses related to Intellectual Property Confidentiality, Indemnity and others Service Provider will be required to adhere to the clauses as mentioned in the Annexure – 1

FOR THE PURCHASER

FOR THE PROVIDER

Signed by _____

Title: _____

Signed by _____

Title: _____

ANNEXURE – 1 TO THE FRAMEWORK AGREEMENT

I. INTELLECTUAL PROPERTY

- 1.1 The Service Provider agrees not to use or misuse or register as the owner, licensee, or cause to be registered, nor assist any other person or entity in misusing or in registering as the owner or causing to be registered, in any part of the world, any trademark, trade name, service mark, copyrights, insignias, symbols, know-how, trade dress, slogans and logos, photographs and images currently used and to be used in the future (including emblems, services and rights in the distinctive design and signs, or combinations thereof) and all similar proprietary rights belonging to NSDC or associated with NSDC's work / Services ("**Intellectual Property**").
- 1.2 Service Provider understands that the data and information are collected and compiled for NSDC in order to meet its business requirements. The information collected for this assignment as well as provided by Service Provider to NSDC are the sole and absolute property of NSDC. Service Provider understands and appreciates that the formats prepared and the data submitted by Service Provider to NSDC therefore constitute trade secrets. Service Provider therefore understands and acknowledges that the property including formats, data and information collected by its personnel in terms hereof are the sole and absolute property of NSDC.
- 1.3 Service Provider hereby agrees and undertakes that it has no interest whatsoever in the information collected by it and the formats created and shall not use the same for any purposes whatsoever other than as set out in this Agreement.
- 1.4 The Service Provider hereby represents and warrants that none of its activity, software, documentation etc. used under this Agreement and / or provided to NSDC does or will infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights for NSDC to own or exercise all Intellectual Property Rights as provided in this Agreement. The Service Provider further represents and warrants that it has secured / shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for providing Services.
- 1.5 Service Provider, subject to Clause 1.6 below and to any restrictions applicable to any third-party materials embodied in the Deliverables, hereby grants to NSDC a perpetual and exclusive rights to use, copy and prepare derivative works of the Deliverables, for purposes of publication and / or NSDC's internal business (which includes any business associated with any Ministry of India) only. All other intellectual property rights in the Deliverables shall remain with and/or are assigned to NSDC.
- 1.6 NSDC shall have or obtain no rights in any Service Provider Knowledge Base other than (a) to use the same on a non exclusive and non transferable basis and otherwise as authorized by Service Provider, (b) to the extent the Service Provider Knowledge Base is incorporated into a Deliverable, to use it on a non exclusive and non transferable basis as

part of the Deliverable for purposes of NSDC's internal business objective (which includes any business associated with any Ministry of India), or (c) pursuant to Service Provider's standard licence for such Service Provider Knowledge Base or, in the case of Service Provider Knowledge Base owned by third parties, pursuant to terms acceptable to the applicable third party and as intimated to NSDC by Service Provider. If any Service Provider Knowledge Base is made available to NSDC under (a) above, it will be made available in an "AS IS" condition and without express or implied warranties of any kind; and any Service Provider Knowledge Base made available under (c) above shall be subject only to applicable terms of the applicable licence.

- 1.7 The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this Clause.
- 1.8 Service Provider shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques (which does not contain any information, data, input etc. of the Services or any reference of this) that are acquired or used in the course of providing the Services.
- 1.9 This Clause shall survive the termination or expiry of this Agreement.

II. CONFIDENTIALITY

- 2.1 During the course of performance of the Services under this Agreement, the Service Provider may have access to information which could be confidential and proprietary information of NSDC as well as of its associates, affiliates, partners or its clients, including but not limited to business plans, financial information, mechanisms, business related functions, activities and services, computer lists, knowledge of customer needs and preferences, trade secrets, business strategies, marketing strategies, methods of operation, tax records, markets, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, other valuable information, personally identifiable information, confidential information and trade related information relating to the activities of NSDC or its associates and partners (collectively the "**Confidential Information**"). Any Confidential Information shall be considered confidential regardless of whether or not it is expressly marked as being confidential or proprietary and regardless of the form in which such information is communicated to the Service Provider, whether it be oral, in writing or by any other form or mode of communication (including, but not limited to electronic or magnetic recordings and e-mail communications).
- 2.2 The Service Provider agrees and undertakes not to disclose or disseminate (or cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, without the express prior written authorization by NSDC. Without prejudice to the generality of the foregoing, it is understood that Confidential Information may be disclosed by the Service Provider only for the purpose of complying with its contractual obligations under this Agreement. In any event, the Service Provider shall ensure that any person to whom Confidential Information is communicated by the Service Provider, must abide by the terms of this Clause 2 as if they were themselves a party to it.

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- 2.3 Notwithstanding the foregoing, the Service Provider may disclose Confidential Information, while safeguarding to the greatest extent possible the confidential nature of the Confidential Information, to its legal advisors, tax consultants and accountants or other member firms of Service Provider or Service Provider's information technology vendors for the purpose of performance of its obligations under this Agreement only and not for any other purpose or for carrying out internal, support, administrative, support, financial purposes, risk management or other quality checks for the Service Provider after obtaining prior written permission from NSDC.
- 2.4 The Service Provider undertakes not to use (and to take reasonable efforts to cause any person to whom it has communicated Confidential Information not to use) Confidential Information, except in accordance with this Agreement. More generally, nothing in this Agreement related to the disclosure of Confidential Information shall be interpreted as a licence, implicit or explicit, to use the Confidential Information in any manner other than as contemplated herein or, more generally, for the purpose for which it was disclosed.
- 2.5 The Service Provider shall, in particular, take all reasonable measures, which are appropriate to safeguard the Confidential Information. The Service Provider shall immediately inform NSDC in writing of any unauthorized use or disclosure of Confidential Information of which it may become aware and it shall assist NSDC in ending such unauthorized use or disclosure.
- 2.6 All Confidential Information (including, but not limited to, documents, drawings, sketches and electronic or magnetic recordings and e-mail communications) on which Confidential Information appears or is recorded shall remain the NSDC's property. Accordingly, except for the purpose of sharing Confidential Information with persons to whom disclosure is permitted, the Service Provider unequivocally undertakes not to make any copies of Confidential Information without the NSDC's prior written consent and it shall immediately, at NSDC's first request (i) return to NSDC or destroy all copies of such Confidential Information it may be holding; and (ii) confirm in writing to NSDC that any such media containing Confidential Information in any form has been returned to NSDC or completely destroyed so that the Confidential Information is no longer readily recoverable. Provided however, that the Service Provider may retain such copies of such Confidential Information that may be required by it for its legal and regulatory purposes.
- 2.7 At NSDC's request, the Service Provider shall provide NSDC with a detailed list of any person(s) to whom Confidential Information has been disclosed/ communicated by it.
- 2.8 It is understood that Confidential Information shall not include any information which:
- (i) has entered the public domain prior to its disclosure or subsequently, provided in the latter case that such entry was not due to the Service Provider's action or inaction, or due to the action or inaction of any third party to whom it may have communicated Confidential Information;
 - (ii) was received from a third party in a lawful and unrestricted manner without violation of the terms hereof or of the terms of a similar agreement; and

- (iii) was known to the Service Provider at the time of its disclosure, the burden of proof in such case being placed on the Service Provider.
- 2.9 In the event the Service Provider is required, under any law or by a court order, to disclose any Confidential Information, it may make only such disclosure while safeguarding to the greatest extent possible the confidential nature of the Confidential Information that would satisfy the requirement of such law or such court order, as the case may be, and nothing more. It is further agreed that before making any such disclosure, the Service Provider shall consult NSDC to the extent legally permissible and reasonably practicable in the circumstances.
- 2.10 The Service Provider recognizes that the protection of Confidential Information is essential to NSDC and that any unauthorized disclosure of Confidential Information is likely to cause NSDC significant harm and prejudice. Accordingly, without prejudice to any other recourse available to NSDC (including injunctive or interlocutory relief), the Service Provider acknowledges, agrees and undertakes that in the event of a breach of any terms of this Clause 2 caused by it or any third party to whom such Confidential Information has been disclosed, the Service Provider shall hold NSDC harmless and fully indemnified which NSDC may have suffered as a result of such disclosure.
- 2.11 The provisions of this Clause shall survive the expiry or termination of this Agreement.

III. INDEMNITY

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

IV. RELATIONSHIP

- 4.1 Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The Service Provider shall always remain an independent Service Provider during the term of this Agreement and shall always solely remain liable to NSDC or any third party for all its acts

and omissions to act during the course of providing the Services under this Agreement. The Service Provider is an independent Service Provider and nothing in this Agreement should be construed as constituting an employment relationship between the Service Provider and NSDC. The Service Provider unequivocally, unambiguously, irrevocably and explicitly acknowledges that this Agreement is not subject to any employment law(s) or related statute(s). This Clause shall survive the termination or expiry of this Agreement.

- 4.2 The Service Provides acknowledges and accepts that this is a non-exclusive agreement and NSDC reserves the right to carry out or cause to be carried out the Services at any time and at its sole discretion using any other source.

V WAIVER

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

VI SEVERABILITY

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

Annex A: Schedule of Requirements (Package – 1)

S #	Tentative jobs (Scope of Work)	Proposal Security by all Firms (In INR)	Performance Security by the Empaneled Firm/s (in INR)
	(a)	(b)	(c)
1	Legal Due Diligence of proposals	50,000	2 Lakhs
2	Drafting of Loan and Facilities Agreements		

Schedule of Requirements (Package – 2)

S #	Tentative jobs (Scope of Work)	Proposal Security by all Firms (In INR)	Performance Security by the Empaneled Firm/s (in INR)
	(a)	(d)	(e)
1	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.	50,000	2 Lakhs

SECTION V: Format of Service Order

Framework Agreement Ref. No.
Service Order Ref. No.

Dated

To

Dear Sirs,

Sub.: SERVICE ORDER FOR LEGAL SERVICES _____

With reference to above Framework Agreement, which shall be fully incorporated herein, you are requested to provide the following services subject to terms and conditions mentioned in above referred framework agreement:-

S No.	Description of Services required	Delivery period	Agreed Unit Rate (INR)	Total Price (INR)
TOTAL				

(note: above table may be modified depending upon the need of the assignment)

Unit price mentioned above is inclusive of all other incidental services and exclusive of applicable taxes.

TOTAL SERVICE ORDER PRICE (inclusive of all) XXXXXXXXXXXXXXXX

Other terms and conditions are mentioned in the Framework Agreement referred above.

(Purchaser or Purchaser's Representative)

Name: _____

Address: _____

Tel. No. : _____

SECTION VI. DESCRIPTION OF SERVICES

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. It has an equity base of Rs.10 Crore, of which the Government of India accounts for 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 catalysing 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>.

As per the proposal evaluation process, NSDC appoints an independent agency to conduct legal due diligence of proposals. The agency/ies so appointed by NSDC has to commence the process of legal due diligence of proposals as per the process defined in the manual of NSDC.

Apart from above, other legal services as mentioned in Scope of Assignment are also required for activities concerning various skill training schemes run / implemented by NSDC.

4. Scope of Assignment:

The scope of assignment includes following activities:

Package – 1:

Due Diligence of Proposals, and Documentation/Agreement - Drafting & Execution as per scope of work given below:

Stages in Proposal Evaluation as per the Financial Management and Procurement Manual for disbursement of Loans & Grants of NSDC (available on website of NSDC – www.nsdcindia.org)	Activities/Deliverables to be done by Legal Due Diligence Partner*
Due Diligence Stage	<ul style="list-style-type: none"> • 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)	<ul style="list-style-type: none"> • 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)	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • On any matter or issue related to proposals handled by Legal Service Provider for any of the stage above arising at any point of time within 5 years of submission of due diligence report to NSDC
Documentation/Agreement Drafting and Execution:	<ul style="list-style-type: none"> • Drafting of Loan/ Grant/ Investment Agreements. • Drafting of other facilities agreement required in respect to the above said agreements.

	<ul style="list-style-type: none"> • Ensuring that the agreements and documents are executed as per the requirements of law and ensuring that these are enforceable under law. • Getting all the agreements and associated documents executed by the Proposal Owner as per terms approved by NSDC Board / Management.
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*The above activities / deliverables are indicative and not exhaustive. Changes/additions may be made by NSDC, as and when necessary.

Package – 2:

- a. Drafting of Legal Notices and their replies / counter replies.
- b. Filing and Defending civil / criminal legal cases / complaints with Police Authorities, relevant Judicial/ Quasi-Judicial Authorities at various levels i.e. District, State and National level, involving all activities like drafting, filing, appearance etc.
- c. Providing of Legal Opinion.
- d. Drafting, Review, Negotiation and Execution of various business and commercial documents like MoUs, Agreements, RFPs, EOIs etc.

5. Expected Outputs, timeline and payments:

Payment to the firms shall be made on completion of services and upon submission of invoice.

1. Package 1: For the Due Diligence and Drafting work mentioned above, payment shall be per proposal basis.
2. Package 2: as per the assignment for which the Service Order issued.

6. 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.

7. Penalty

In cases, where NSDC has to incur monetary losses for any established negligence (for example the lawyer doesn't attend the court or doesn't submit the reply in time) on the part of the empanelled Law Firm, the loss shall be made good by the Law Firm. NSDC shall realize the amount from the Law Firm from its pending bills or by raising claims.

8. Reporting Arrangements

The Consultant will report to the CFO of NSDC and will work closely with the Head – Legal and his team.

9. 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.

SECTION VII. SAMPLE FORMS

1. PROPOSAL FORM - TECHNICAL

Date: [insert: *date of Proposal*]

[Purchaser to specify: “IFP No.: [number]”] [insert: *name of Framework Agreement*]

To: [Purchaser insert: *Name and address of Purchaser*]

Dear Sir or Madam:

1. Having examined the Document for setting up framework agreement, including Addenda Nos. [insert *numbers*], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Services under the above-named Agreement in full conformity with the said document for setting up framework agreement for the sums as may be determined in accordance with the terms and conditions of the Service Orders to be issued under the above mentioned framework agreement.
2. If our Proposal is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the document for setting up framework agreement.
3. We agree to abide by this Proposal, for the Proposal Validity Period specified in the document for setting up framework agreement and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
4. Until the formal final Framework Agreement is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award for setting up the Framework Agreement, shall constitute a binding Contract between us. We understand that you are not bound to accept any Proposal you may receive.
5. We undertake that, in competing for (and, if the award is made to us, in executing) the above agreement, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
7. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Proposal, and to agreement execution if we are awarded the Agreement, are listed below:

Name and Address of Agent	Amount in Indian Rupees	Purpose of Commission or Gratuity

(if none, state “none”)

8. We confirm that we comply with the eligibility requirements as per ITP clause 4 of the document for setting up framework agreement.

Dated this [*insert: number*] day of [*insert: month*], [*insert: year*].

Signed: _____

Date: _____

In the capacity of [*insert: title or position*]

Duly authorized to sign this Proposal for and on behalf of [*insert: name of Proposer*]

2. Proposal Security Form

Date: [*insert: date*]

IFP: [*insert: name and number of IFP*]

Framework Agreement: [*insert: name and number of Agreement*]

To: [*insert: name and address of Purchaser*]

WHEREAS *insert: name of Proposer*] (hereinafter called “the Proposer”) has submitted its Proposal dated [*insert: date of Proposal*] for the performance of the above-named Framework Agreement (hereinafter called “the Proposal”)

KNOW ALL PERSONS by these present that WE [*insert: name of bank*] of [*insert: address of bank*] (hereinafter called “the Bank”) are bound unto [*insert: name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of: [*insert: amount*], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [*insert: number*] day of [*insert: month*], [*insert: year*].

THE CONDITIONS of this obligation are the following:

1. If, after the Proposal submission deadline, the Proposer
 - (a) withdraws its Proposal during the period of Proposal validity specified by the Proposer in the Proposal Form, or
 - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Proposers; or
2. If the Proposer, having been notified of the acceptance of its Proposal by the Purchaser during the period of Proposal validity
 - (a) fails or refuses to sign the Framework Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Proposers.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including *insert: the date that is 60 days after the period of Proposal validity*], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed: _____

Date: _____

in the capacity of: [insert: *title or other appropriate designation*]

Common Seal of the Bank

3. Performance Security Bank Guarantee

(unconditional)

Date: [*insert: date*]

IFP: [*insert: name or number of IFP*]

Agreement: [*insert: name or number of Agreement*]

To: [*insert: name and address of Purchaser*]

Dear Sir or Madam:

We refer to the Framework Agreement (“the Agreement”) signed on { *insert: date* } between you and [*insert: name of Service Provider*] (“the Service Provider”) concerning setting up the Framework Agreement for the supply and delivery of [*insert: a brief description of the Services*]. By this letter we, the undersigned, [*insert: name of bank*], a bank (or company) organized under the laws of [*insert: country of bank*] and having its registered/principal office at [*insert: address of bank*], (hereinafter, “the Bank”) do hereby jointly and severally with the Service Provider irrevocably guarantee payment owed to you by the Service Provider, pursuant to the Agreement, up to the sum of [*insert: amount in numbers and words*]. This period of guarantee shall be reduced or shall expire as provided for by the Framework Agreement Clause 11.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Service Provider to be in default under the Agreement and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Service Provider to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Agreement. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Agreement may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Service Provider, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____

in the capacity of: [*insert: title or other appropriate designation*]

Common Seal of the Bank

4. Proforma for performance statement

(For a period of last three years)

IFP No: _____ Date of Opening: _____ Time : _____ Hours

Name of the Firm : _____

Services Placed By (Full address of Purchaser)	Order No. and Date	Description of services provided	Value of order	Date of completion		Remarks indicating <u>reasons for any unsatisfactory service provisions.</u>
				<u>As per contract</u>	<u>Actual</u>	

Signature and seal of the Proposer

5. FORMAT OF PRICE PROPOSAL

Date:[*insert: date of proposal*]
[*Invitation for Proposals (IFP) Ref No.:[number]*]
[*insert: name of Item*]

To: [*Purchaser insert: Name and address of Purchaser*]

Dear Sir or Madam:

1. With reference to the Invitation for Proposals (IFP) (referred above) and your documents for setting up framework agreement, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide the legal services in full conformity with the said documents for setting up framework agreement as per the price schedule attached to this price proposal.
2. We undertake, if our proposal is accepted, to provide the legal services in accordance with the delivery schedule and users indicated in the Service Orders to be issued.
3. We undertake that, in competing for (and, if the award is made to us, in executing) the above Agreement, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
4. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
5. We understand that you are not bound to accept the lowest or any proposal you may receive.

Dated this [*insert: number*] day of [*insert: month*],
[*insert: year*].

Signed: _____

Date: __

In the capacity of [*insert: title or position*]

Duly authorized to sign this proposal for and on behalf
of [*insert: name of proposer*]

PRICE SCHEDULE

(Package – 1)

S #	Tentative jobs (Scope of Work)	Rate per proposal in INR (to be provided by Firm)
	(a)	(b)
1	Legal Due Diligence of Proposals	
2	Drafting of Loan and Facilities Agreement	

Note:

1. Payment shall be per proposal basis.
2. Only per proposal rates will be considered.
3. Applicable Taxes will be given as per the prevalent rates.

Signature of Proposer
Name:
Business address

Place:
Date: