

STANDARD PROCUREMENT DOCUMENT

Request for Proposal

for

Selection of a Law Firm for Review, Standardization, Updating and Drafting of Legal Agreements, Templates and Contractual Documents for National Skill Development Corporation (NSDC) and NSDC International Limited (NSDCI)



BID NO: RFP/NSDC/Legal/2026/74

Department- Legal

Important Dates:

Event	Date / Mode
Date of commencement of RFP	21 st September 2026
Receipt of Queries on procurement@nsdcindia.org	2 nd October 2026 and 1800 hrs
Last Date & Time of Submission	12 th October 2026 and 1800 hrs
Place of Submission	https://nsdc.eproc.in/

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SECTION I: INSTRUCTIONS TO BIDDER (ITB)

A. General Provisions

1. Definitions

- 1.1 “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- 1.2 “Applicable Law” means the laws and any other instruments having the force of law in India.
- 1.3 “Client” means “NSDC” i.e. “National Skill Development Corporation”.
- 1.4 “Bidder” means any consultant, firm, company, limited liability partnership, or other legal entity, that submits a Proposal in response to this RFP issued by National Skill Development Corporation and includes its permitted successors and assigns.
- 1.5 “Buyer” means National Skill Development Corporation (“NSDC”), acting through its Procurement Division, which has issued this RFP for the procurement of the Goods/Services and with whom the successful Bidder shall enter into the Agreement, and includes its authorized representatives and officials acting on its behalf.
- 1.6 “Agreement” means a legally binding written agreement signed between the Client and the Bidder.
- 1.7 “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Client. It excludes the Client’s official public holidays.
- 1.8 “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-Bidder or Joint Venture member(s).
- 1.9 “Government” means the Government of India.
- 1.10 “In writing” means communicated in written form (e.g. by mail, e-mail, including, if distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
- 1.11 “Key Expert(s)/Employees” means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Agreement and whose CV is taken into account in the technical evaluation of the Bidder’s proposal.
- 1.12 “ITB” (this Section I of the RFP) means the Instruction to Bidders that provides the Bidders about all the information needed to prepare their Proposals.
- 1.13 “Non-Key Expert(s)” means an individual professional provided by the Bidder or its Sub-Bidder and who is assigned to perform the Services or any part thereof under the Agreement and whose CVs are not evaluated individually.
- 1.14 “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.
- 1.15 “RFP” means the Request for Proposals to be prepared by the Client for the selection of Bidders.
- 1.16 “Services” means the work to be performed by the Bidder pursuant to the Agreement.
- 1.17 “Sub-Bidder/Contractor” means an entity to whom the Bidder intends to subcontract any part of the Services while the Bidder remains responsible to the Client during the whole performance of the Agreement.
- 1.18 “Terms of Reference (TORs)” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 National Skill Development Corporation (NSDC), the client, intends to Selection of a Law Firm for Review, Standardization, Updating and Drafting of Legal Agreements, Templates and Contractual Documents for National Skill Development Corporation (NSDC) and NSDC International Limited (NSDCI).
- 2.2 The Bidders interested in participating in this bid are invited to submit a Technical Proposal and a Financial Proposal against this RFP.
- 2.3 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
- 2.4 Pre-Proposal meeting will be held on date and time as specified in the important dates. Attending any such pre-proposal meeting is optional and is at the Bidder's expense.
- 2.5 The Client will timely provide, at no cost to the Bidders, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal.
- 2.6 The information contained in this document or information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Client, is on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.
- 2.7 This document is not an agreement and is not an offer or invitation by the Client to any parties other than the Bidder(s) who are qualified to submit the bids (hereinafter individually and collectively referred to as Bidder or Bidders respectively). The purpose of this document is to provide the Bidders with information to assist in the formulation of their proposals.
- 2.8 This document does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this document. The Client makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this document.
- 2.9 The information contained in the document is selective and is subject to updating, expansion, revision, and amendment.
- 2.10 Client reserves the right of discretion to change, modify, reject, add to, or alter any or all the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. Client in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.
- 2.11 The client reserves the right to reject any or all proposals received in response to this document at any stage without assigning any reason whatsoever. The decision of the Client shall be final, conclusive, and binding on all the parties.

3. Conflict of Interest

- 3.1 The Bidder is required to provide professional, objective, and impartial advice, always holding the Client's interests' paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure

to disclose such situations may lead to the disqualification of the Bidder or the termination of its Agreement and/or sanctions by the Client.

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

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

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

3.3.3 **Conflicting relationships with the Client's staff:** a Bidder (including its Experts and Sub-Bidders) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of

- i. the preparation of the Terms of Reference for the assignment,
- ii. the selection process for the Agreement, or
- iii. the supervision of the Agreement, may not be awarded a Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Agreement.

4. Corrupt and Fraudulent Practices

4.1 The Client requires compliance with its policy regarding corrupt and fraudulent practices as set forth in **Section V**.

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

5. Eligibility Criteria

5.1 Only those Bidders who qualify for the eligibility criteria shall be evaluated technically.

5.2 Detailed eligibility criteria i.e. pre qualifications criteria are given under "**Section II**" of this RFP.

6. Duration of Assignment

6.1 The duration of the assignment shall be 10 (*ten*) weeks from the date of signing of the Agreement.

6.2 The quality of service provided by the Bidder and the performance of the Bidder shall

be reviewed continuously and in case the performance is found unsatisfactory, the Bidder's Agreement can be terminated at the Client's discretion in writing by giving 15 days' notice to the Bidder. The bidder in these 15 days will ensure that they share / transfer all the knowledge, deliverable, software, documents developed during the period for this project to the Client or an agency appointed by the Client.

B. Preparation of Proposals

7. General Considerations

- 7.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Any deficiencies in providing the information and documents requested in the RFP may result in the rejection of the Proposal.

8. Cost of Preparation of Proposal

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

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in "English".

10. Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the following documents as listed below
- i. Documents to be submitted for Eligibility Criteria as per Section II
 - ii. Documents for Technical Evaluation Criteria as per Section III
 - iii. All Forms as per section IV
 - iv. Any other documents requested under this RFP

11. Only One Proposal

- 11.1 The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

12. Proposal Validity

- 12.1 Bidder's Proposal must remain valid up to **120 days** after the Proposal submission deadline. Any bid with less validity is liable for rejection.
- 12.2 During this period, the Bidder shall maintain its original Proposal without any change, including the availability of Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Bidder was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

13. Extension of Proposal Validity Period

- 13.1 The Client will make its best effort to complete the evaluation of bid including

negotiations within the proposal's validity period. However, should the need arise, the Proposals' validity will automatically extend for 120 days more without any change in the original Proposal submitted by the bidder.

- 13.2 The Bidder has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.

14. Substitution of Key Experts at extension of Proposal Validity Period

- 14.1 If any of the Key Experts becomes unavailable for the extended validity period, the Bidder shall seek to substitute for another Key Expert. The Bidder shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such a case, a substitute 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 based on the evaluation of the CV of the original Key Expert.
- 14.2 If the Bidder fails to provide a substitute 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.

15. Sub-Contracting

- 15.1 The bidder shall not subcontract whole, or any part of the services awarded to them against the RFP.

16. Clarification and Amendment of RFP

- 16.1 The Bidder may seek clarification on any part of the RFP till the date as mentioned under important dates. Any request for clarification must be sent in writing, by email to the Client's email address: procurement@nsdcindia.org. The Client may respond to all queries of the bidders (including an explanation of the query but without identifying its source) through publishing any corrigendum on [Active Tenders | National Skill Development Corporation \(NSDC\)](#) and <https://nsdc.eproc.in/> only. Client may also respond to the queries raised by bidders through email if no change is required due to bidder's clarification or bidder's clarification is general. Bidder to ensure to raise their queries within the specified time.
- 16.2 No other method/means of submission of queries by bidders and / or replying to queries by the client except mentioned above is acceptable under this RFP.
- 16.3 Any addendum/corrigendum issued shall form an integral part of the RFP document.
- 16.4 Bidders may regularly visit the [Active Tenders | National Skill Development Corporation \(NSDC\)](#) and <https://nsdc.eproc.in/> for any corrigendum/addendum, updated information with respect to RFP and matter incidental thereto.
- 16.5 If the Client deems it necessary to amend the RFP due to a clarification, it shall do so by following the procedure described below:
- 16.5.1 At any time before the proposal's submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.
- 16.5.2 If the amendment is substantial, or there is technical issue in submission of bids, the Client may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.

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

17. Technical Proposal Format and Content

- 17.1 The documents/information's for Eligibility criteria and technical marking would be submitted as per requirements given under "**Section II & III**" of the RFP.
- 17.2 The Technical Proposal shall be prepared using the format provided in "**Section II, III, IV- Forms**" of the RFP
- 17.3 Only those proposals which qualify on all parameters of Pre-Qualification Criteria will be considered for technical evaluation.
- 17.4 The Technical Proposal shall not include any financial proposal / bid information. A Technical Proposal containing financial bid information shall be declared non-responsive.
- 17.5 Bidder 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 nonresponsive.
- 17.6 Cloud link for submission of Proposal/documents/presentation will **not be accepted**. Please ensure that the size of the proposal submitted **does not exceed 20 MB**. If exceeding, multiple files can be uploaded on E-Proc Portal with attachment limit to max 25 MB.

18. Financial proposal Format and Content

- 18.1 The Financial Proposal shall be prepared using the format provided in the "**Section IV- Forms**" of the RFP. It shall list all costs associated with the assignment.
- 18.2 The Bidder is responsible for meeting all tax liabilities arising out of the Agreement.
- 18.3 The Bidder shall express the price for its Services in INR only. No other currency shall be accepted.
- 18.4 A financial Proposal expressing the price of its services in another currency shall be declared non-responsive.

C. Submission, Opening and Evaluation

19. Submission of Proposals

- 19.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with the RFP. The Bidder shall submit Technical and Financial Proposal only through the method mentioned in the RFP.
- 19.2 Only one copy of the proposal can be uploaded. An authorized representative of the Bidder shall sign the original submission letters in the required format for the Technical Proposal and shall initial all pages. The authorization shall be in the form of a written power of attorney forming a part of the submitted proposal.
- 19.3 A Proposal submitted by a Joint Venture (if allowed under the RFP) 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.
- 19.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 19.5 Bidders are advised to submit their Proposal strictly based in line with the terms and

conditions contained in the RFP documents and without any deviations. Conditional Proposals shall be summarily rejected. However, proposals offered with better specifications/requirements than mentioned in the RFP, if any, may be accepted at the sole discretion of the Client.

- 19.6 Bidder shall submit the bid in time. The date and time of the e-Procurement server clock (also displayed on the dashboard of the consultants) shall be the reference time for deciding the closing time of the Proposal submission. Consultants are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The NSDC shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process. However, NSDC reserves the right to extend the bid submission date at its sole discretion.
- 19.7 Subject line while submitting queries to procurement@nsdcindia.org should be "RFP/NSDC/Legal/2026/74: Queries: Selection of a Law Firm for Review, Standardization, Updating and Drafting of Legal Agreements, Templates and Contractual Documents for National Skill Development Corporation (NSDC) and NSDC International Limited (NSDCI)"

20. Confidentiality

- 20.1 From the time the Proposals are opened to the time the Agreement is awarded, the Bidder should not contact the Client on any matter related to its Technical Proposal and or financial proposal.
- 20.2 Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the selection process completed.
- 20.3 Any attempt by Bidders or anyone on behalf of Bidder to improperly influence the Client in the evaluation of the Proposals or selection decisions may result in the rejection of its Proposal.
- 20.4 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of selection, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
- 20.5 This document is meant for specific use by the Bidders interested in participating in the current tendering process. This document in its entirety is subject to Copyright Laws. Client expects the Bidder or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders shall be held responsible for any misuse of information contained in the document if such a circumstance is brought to the notice of the client. By downloading the document, the interested bidder is subject to confidentiality clauses.

21. Opening of Bid

- 21.1 Opening of Bid shall be done by client's evaluation committee in two phases as mentioned below

- 21.1.1 **Opening of Technical proposal:** First technical proposal shall be opened by client's opening committee / procurement team and documents shall be shared with the evaluation committee for evaluation of technical proposal including eligibility criteria.
- 21.1.2 **Opening of Financial proposal:** Financial bid of the bidder's qualifying the technical proposal including eligibility criteria shall be only opened.

22. Evaluation of Technical Proposals

- 22.1 The Client's evaluation committee shall evaluate the Technical Proposals in two phases
 - 22.1.1 **Eligibility Criteria:** First evaluation of the documents submitted by bidders against the "**Eligibility Criteria**" shall be evaluated by the client's "Technical Evaluation Committee". The proposal meeting the requirement of Eligibility criteria shall be qualified for the technical evaluation.
 - 22.1.2 **Technical Evaluation:** Technical evaluation of the bidder's qualifying the eligibility criteria shall be done as per the details/requirement specified in **Section III**

23. Opening of Financial Proposals and evaluation.

- 23.1 After the technical evaluation is completed and approved by the Committee, the Client shall notify those Bidders whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying criteria and/or min technical score (and shall provide information relating to the Bidder's overall technical score) that their proposal cannot be considered further and their Financial Proposals will remain unopened after completing the selection process and Agreement signing. The Client shall simultaneously notify those Bidders whose technical proposals achieved minimum score.
- 23.2 The notification to bidders shall be done only through the portal specified in the RFP.
- 23.3 The Financial Proposals shall be opened of those Bidders whose proposals have passed the minimum technical score. The Financial Proposals will then be inspected to confirm that they are as per the terms of RFP.
- 23.4 The opening of the financial proposal shall be done by the procurement team/ financial opening committee and the total prices recorded.

24. Method of Selection

- 24.1 The method of selection applicable under this RFP is **Quality and Cost-Based Selection (QCBS)**:
 - a. In deciding the selection of the Bidder, the technical quality of the proposal will be given a weightage of technical proposal 70 %. The method of evaluation of technical qualification will follow the procedure as given in RFP. The price bids of only those consultants who qualified technically will be opened. The financial proposal shall be allocated a weightage of financial proposal - 30 %.
 - b. The calculation formula is given below

Technical Score (Ts) = (Bidder's Technical Score / Highest Technical Score) X 100

Bidder's Technical Score = Technical Score achieved by the Bid

Highest Technical Score = Technical Score achieved by the Bid that was scored best among all responsive Bids

Commercial Score (Cs) = (Lowest commercial Score / Bidders commercial Score) X 100

Lowest Commercial Score = The lowest of all evaluated Bid price among responsive Bids

Bidders Commercial Score = The evaluated bid price

The Final Score for a bidder will be calculated using the formula given below:

Final Score (F) = (Ts x Technical Weightage) + (Cs x Financial Weightage)

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the most Advantageous Bid.

- c. Total Score will be calculated by Procurement based on the Technical and Financial marks awarded by the committee members and the applicable QCBS weightage.
- d. The Consultant achieving the highest combined technical and financial score will be invited for negotiations on the Agreement.
- e. In case two or more consultants achieve the same score, preference will be given to bidder with the highest technical score. If further scores are the same then, the Client reserves the right to negotiate/ select one or more consultants based on technical and financial proposals.

25. Negotiations

- 25.1 The negotiation will be held at the date and address confirmed by the client with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Agreement on behalf of the Bidder.
- 25.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Bidder's authorized representative.
- 25.3 Negotiations will be carried out for the following
 - 25.3.1 **Technical Negotiation:** Includes discussion of Terms of Reference (ToRs), proposed methodology, the Client's inputs, conditions of the Agreement, and finalizing the "Description of Services / terms of references" part of the Agreement. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the Agreement, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
 - 25.3.2 **Financial Negotiation:** The Financial negotiations include clarifying the Consultant's tax liability and how it should be reflected in the Agreement.
- 25.4 **Conclusion of negotiation:** The negotiations are concluded upon finalization of the commercial and technical understanding between the parties. If the negotiations fail, the Client shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity for the bidder to respond. If disagreement persists, the Client shall declare the proposal nonresponsive, informing the Bidder of the reasons for doing so. The Client shall invite the next-ranked responsive bidder to negotiate a Agreement. Once the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

26. Notice to proceed

- 26.1 NSDC will initially inform the successful bidder through an email enclosing the copy of **the notice to proceed** to start the work. The timeline will start from the date of signing of the Agreement.

27. Issuance of Purchase Orders

- 27.1 NSDC will issue a Purchase Order at the earliest after submission of Vendor Registration form and other KYC documents (if required) by successful bidder subject to verification of the documents by NSDC.

28. Signing of the Agreement

- 28.1 NSDC will share its standard template copy of Agreement with the successful bidder after completion of the procurement process on the basis of the technical and financial evaluation, marks scored in technical evaluation, understanding of the capabilities of the service provider and negotiation (if any).
- 28.2 The signing of the agreement shall be done after acceptance of the agreement documents by both the parties as per terms and conditions of the RFP.

29. Modification in the Value / Scope of the Agreement

- 29.1 NSDC reserves the right to increase or decrease the project order/scope (no of resources) during the tenure of the Agreement as per the following.
- 29.1.1 If the need shall arise, the requirement shall be increased to a maximum of 25% of the subsequent value of the Agreement subject to applicable procurement policies of NSDC.
- 29.1.2 In case of decrease in project parameters, NSDC will give 15 days' written notice to the agency, the agency to ensure the required knowledge transfer and share other relevant documents of the project with the allocated team member of the agency.

30. Payment Terms

- 30.1 **Payment for services:** Payment to the selected vendor shall be made as per terms and conditions given in the Terms of Reference (ToR).

31. Time Allowed for Technical Clarifications During Technical Evaluation:

The Procuring Entity may, at its discretion, seek technical clarifications from the Bidders during the technical evaluation process to ensure a thorough understanding of the proposals. Bidders shall respond to any such requests for clarification within a specified period.

- 31.1 Clarification Period: Bidders shall provide the requested technical clarifications within [2] working calendar days from the date of receipt of the Procuring Entity's request for clarification.
- 31.2 Mode of Communication: All clarifications must be submitted in writing via procurement@nsdcindia.org or any other official communication medium specified by the Procuring Entity.
- 31.3 Impact on Evaluation Timeline: Failure to provide clarifications within the stipulated period may lead to the rejection of the proposal or may be considered at the sole discretion of the Procuring Entity without further reference.

- 31.4 No Additional Submissions: Bidders are not permitted to submit new information or modify their proposals beyond the scope or requested clarifications by Buyer.

32. Binding Nature of RFP Terms and Conditions

- 32.1 Binding Effect: The terms and conditions set forth in this Request for Proposal ("RFP"), shall be binding upon all participating Bidders. By submitting a proposal, each Bidder expressly acknowledges and agrees to be bound by the entirety of the RFP without exception and any agreement subsequently executed with NSDC following completion of the procurement process.
- 32.2 Unconditional Proposals: Bidders shall submit only unconditional proposals. The submission of any proposal that is conditional in nature or that purports to vary, supplement, alter, amend, or otherwise deviate from any part of this RFP shall be deemed non-compliant and shall be liable for outright rejection, without further consideration.
- 32.3 Prohibited Modifications: Any attempt by a Bidder to:
- a) impose conditions on its proposal;
 - b) introduce deviations or exceptions to the terms of the RFP or
 - c) modify, delete, or alter any provision thereof,
- whether such attempts are evident at the time of submission, during the evaluation process, or subsequent thereto (including post-award stages), shall result in the immediate disqualification of the proposal. In such event, the Procuring Entity shall bear no responsibility or liability whatsoever for any loss or damage arising from such rejection.
- 32.4 Right to Amend: Notwithstanding anything contained herein, the National Skill Development Corporation ("NSDC") reserves the right, at its sole discretion and without incurring any liability, to amend, modify, or supplement the RFP at any time prior to the final deadline for submission of proposals. Any such amendments shall be deemed to be an integral part of the RFP and shall be binding on all Bidders.

SECTION II: ELIGIBILITY CRITERIA

S. No.	Eligibility Criteria	Documents/ Copies to be submitted
1	The Bidder should be a legal entity registered in India and in existence from at least 03 years from date of publishing of this RFP. The Bidder should have valid PAN/TAN	• Certificates of Registration/ Incorporation. or • Copy of PAN / TAN card
2	The bidder should have a minimum average annual turnover of INR 1 (One) Crore in the previous three financial years before date of tender publication. (FY:2023-24 ,2024-25 and 2025-26) This must be the individual company turnover and not of any group of companies. <i>*In the event the financial statements for FY 2025-26 have not been filed as on the bid submission date, FY 2022-23, 2023-24 and 2024-25 shall be considered for this purpose.</i>	CA certificates with UDIN
3	The bidder must have successfully completed at least one (1) similar service (mentioned in TOR) assignments/legal documentation related assignment within the last three financial years for any of the following: Central Government, State Government, Public Sector Undertakings (PSUs), public sector entities, Public-Private Partnership (PPP) projects, FCRA or International Agreements.	Relevant copy of the following: 1.Purchase/Work Order/Agreement/Engagement letter (with clear mention of scope of work). or 2. Completion certificate or client confirmation indicating nature of assignment
4	The bidder should not be Debarred and / or blacklisted and / or Suspended by any Central / State Government Department/ other government agencies or government affiliate agencies/ Public Sector Undertakings (PSUs)/ any multilateral agency at the date of submission of this bid.	Undertaking to be submitted on letter head of the entity signed by the authorized signatory of the bidding organization.

Note: - Submission of all the valid/legal legible documents in context to above table is mandatory. Only those Bidders whose proposals meet all the eligibility criteria would be shortlisted for further evaluation.

SECTION III: EVALUATION CRITERIA

The Bidder shall submit Technical and Financial Proposal only through the NSDC E-Proc portal

S. No	Technical Evaluation Criteria and sub-criteria	Maximum Marks																		
1	<u>Financial Capability:</u> The bidder should have a minimum average annual turnover of INR 1 (One) Crore in the previous three financial years before date of tender publication. (FY:2023-24 ,2024-25 and 2025-26) <i>*In the event the financial statements for FY 2025-26 have not been filed as on the bid submission date, FY 2022-23, 2023-24 and 2024-25 shall be considered for this purpose.</i> <table border="1"> <thead> <tr> <th>S.no</th><th>Average Annual Turnover (AAT)</th><th>Marks</th></tr> </thead> <tbody> <tr> <td>1</td><td>One (1) crore <AAT<= Ten (10) crores</td><td>1</td></tr> <tr> <td>2</td><td>Ten (10) crores <AAT<= Twenty (20) crore</td><td>2</td></tr> <tr> <td>3</td><td>Twenty (20) crores <AAT<= Thirty (30) crores</td><td>3</td></tr> <tr> <td>4</td><td>Greater than Thirty (30) crores</td><td>5</td></tr> </tbody> </table> Required Documents: CA certificates with UDIN	S.no	Average Annual Turnover (AAT)	Marks	1	One (1) crore <AAT<= Ten (10) crores	1	2	Ten (10) crores <AAT<= Twenty (20) crore	2	3	Twenty (20) crores <AAT<= Thirty (30) crores	3	4	Greater than Thirty (30) crores	5	5			
S.no	Average Annual Turnover (AAT)	Marks																		
1	One (1) crore <AAT<= Ten (10) crores	1																		
2	Ten (10) crores <AAT<= Twenty (20) crore	2																		
3	Twenty (20) crores <AAT<= Thirty (30) crores	3																		
4	Greater than Thirty (30) crores	5																		
2	<u>Relevant Experience in Similar/Legal related Assignments:</u> The bidder must have successfully completed similar service (mention in TOR)/legal documentation related assignments within the last three financial years for any of the following: Central Government, State Government, Public Sector Undertakings (PSUs), public sector entities, Public-Private Partnership (PPP) projects, FCRA or International Agreements. <table border="1"> <thead> <tr> <th>S.no</th><th>Similar Assignments</th><th>Marks</th></tr> </thead> <tbody> <tr> <td>1</td><td>10 or more</td><td>25</td></tr> <tr> <td>2</td><td>7-9</td><td>20</td></tr> <tr> <td>3</td><td>5-6</td><td>15</td></tr> <tr> <td>4</td><td>3-4</td><td>10</td></tr> <tr> <td>5</td><td>2</td><td>5</td></tr> </tbody> </table>	S.no	Similar Assignments	Marks	1	10 or more	25	2	7-9	20	3	5-6	15	4	3-4	10	5	2	5	25
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2	7-9	20																		
3	5-6	15																		
4	3-4	10																		
5	2	5																		

	Required Documents: - Purchase/Work Order/Agreement/Engagement letter (with clear mention of scope of work). - or - Completion certificate or client confirmation indicating nature of assignment																			
3	<u>Firm's Years of Existence</u> The bidder in existence/operation from date of publishing of this RFP. <table border="1"> <thead> <tr> <th>S.no</th><th>Experience</th><th>Marks</th></tr> </thead> <tbody> <tr> <td>1</td><td>More than 20 years</td><td>20</td></tr> <tr> <td>2</td><td>15-20 years</td><td>15</td></tr> <tr> <td>3</td><td>10–15 years</td><td>10</td></tr> <tr> <td>4</td><td>7–10 years</td><td>5</td></tr> <tr> <td>5</td><td>3–7 years</td><td>1</td></tr> </tbody> </table> Required Documents: Registration certificate, incorporation documents, or proof of establishment	S.no	Experience	Marks	1	More than 20 years	20	2	15-20 years	15	3	10–15 years	10	4	7–10 years	5	5	3–7 years	1	20
S.no	Experience	Marks																		
1	More than 20 years	20																		
2	15-20 years	15																		
3	10–15 years	10																		
4	7–10 years	5																		
5	3–7 years	1																		
4	<u>Team Strength & Allocation</u> The bidder shall propose the following three key personnel who will exclusively work on this Project: - Partner - Sr. Associate - Associate <table border="1"> <thead> <tr> <th>Criteria</th><th>Description</th><th>Marks</th></tr> </thead> <tbody> <tr> <td>Limited Overall Experience</td><td>All three experts meet minimum qualifications, but overall experience is relatively low (Partner Min 7-10 yrs, Sr. Associate 5-8 yrs, Associate 5-7 yrs) with limited exposure in legal related work to Govt./PSU/PPP assignments.</td><td>7 Marks</td></tr> <tr> <td>Moderate Overall Experience</td><td>Team has a balanced mix of experience (Partner 11–15 yrs, Sr. Associate 9–12 yrs, Associate 8–12 yrs) with reasonable exposure in legal related work to Govt./PSU/PPP assignments.</td><td>14 Marks</td></tr> <tr> <td>Strong Overall Experience</td><td>All three experts are highly experienced (Partner >15 yrs, Sr. Associate >12 yrs, Associate >12 yrs) with extensive experience in legal related work to Govt./PSU/PPP type assignments.</td><td>20 Marks</td></tr> </tbody> </table>	Criteria	Description	Marks	Limited Overall Experience	All three experts meet minimum qualifications, but overall experience is relatively low (Partner Min 7-10 yrs, Sr. Associate 5-8 yrs, Associate 5-7 yrs) with limited exposure in legal related work to Govt./PSU/PPP assignments.	7 Marks	Moderate Overall Experience	Team has a balanced mix of experience (Partner 11–15 yrs, Sr. Associate 9–12 yrs, Associate 8–12 yrs) with reasonable exposure in legal related work to Govt./PSU/PPP assignments.	14 Marks	Strong Overall Experience	All three experts are highly experienced (Partner >15 yrs, Sr. Associate >12 yrs, Associate >12 yrs) with extensive experience in legal related work to Govt./PSU/PPP type assignments.	20 Marks	20						
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Note* Documentary evidence will be CV																				
5	<u>Rankings in Reputed Legal Directories</u> <table><tr><th>S.no</th><th>Certificate</th><th>Marks</th></tr><tr><td>1</td><td>Tier-1 / Band-1 ranking (Chambers / Legal 500 / IFLR1000):</td><td>15</td></tr><tr><td>2</td><td>Other rankings / recognition</td><td>7</td></tr><tr><td>3</td><td>No ranking</td><td>0</td></tr></table> Required Documents: Ranking certificates, extracts, screenshots, or links from Chambers & Partners / Legal 500 / IFLR1000	S.no	Certificate	Marks	1	Tier-1 / Band-1 ranking (Chambers / Legal 500 / IFLR1000):	15	2	Other rankings / recognition	7	3	No ranking	0	15						
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2	Other rankings / recognition	7																		
3	No ranking	0																		
6	<u>Approach and Methodology</u> The bidder shall submit a comprehensive proposal outlining its understanding of the assignment, proposed methodology, implementation approach, and execution strategy for review, standardization, updating, and drafting of legal agreements, templates, and related legal documents for NSDC and NSDCI. The proposal shall, at a minimum, include: <table><tr><th>S.no</th><th>Description</th><th>Marks</th></tr><tr><td>1</td><td>Understanding of the Assignment and Objectives</td><td>3</td></tr><tr><td>2</td><td>Proposed Methodology and Execution Strategy</td><td>4</td></tr><tr><td>3</td><td>Cross-Border Legal Expertise, FCRA and International Approach</td><td>3</td></tr><tr><td>4</td><td>Project Implementation Plan, Timelines and Deliverable Roadmap</td><td>3</td></tr><tr><td>5</td><td>Quality Assurance, Risk Mitigation.</td><td>2</td></tr></table> Required Documents: The bidder must submit a presentation (7-10 slides) in form of PDF for review by the Technical Evaluation Committee. NSDC reserves the right, if required, to call the bidders for presentation, through online and/or offline mode, as deemed appropriate by the Technical Evaluation Committee.	S.no	Description	Marks	1	Understanding of the Assignment and Objectives	3	2	Proposed Methodology and Execution Strategy	4	3	Cross-Border Legal Expertise, FCRA and International Approach	3	4	Project Implementation Plan, Timelines and Deliverable Roadmap	3	5	Quality Assurance, Risk Mitigation.	2	15
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4	Project Implementation Plan, Timelines and Deliverable Roadmap	3																		
5	Quality Assurance, Risk Mitigation.	2																		
Total Marks			100																	

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

SECTION IV: FORMS

(Documents Comprising Technical & Financial Proposal)

1. Form 1: Technical Proposal Submission Form

RFP No.:

RFP Title:

{Location, Date}

To: [Write here *Name and address of the Client*]

Dear Sir:

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal No. *[Insert RFP Number]* dated *[Insert RFP Date]* and our Proposal.

“We are hereby submitting our Proposal {in case joint venture allowed in RFP then “Insert a list with full name and the legal address of each member, and indicate the lead member”}, which includes Technical Proposal and a Financial Proposal, submitted separately through the applicable procurement method”

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 **120 days** after the last date of submission.
- (c) If extension of proposal validity required, Our Proposals' validity will automatically extend for 120 days more without any change in the original Proposal submitted by us and is binding upon us.
- (d) We have no conflict of interest in accordance with ITB 3.
- (e) We meet the eligibility requirements as stated in ITB 5, and we confirm our understanding of our obligation to abide by the NSDC's policy regarding corrupt and fraudulent practices as per **Section V – Code of Integrity**.
- (f) We, along with any of our sub-Bidders, subcontractors, suppliers, or service providers for any part of the selection, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
- (g) In competing for (and, if the award is made to us, in executing) the Agreement, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988
- (h) We undertake to negotiate a Agreement if required by client in accordance with ITB clause 26.
- (i) Our Proposal is binding upon us and subject to any modifications.

We undertake, if our Proposal is accepted and the Agreement is signed or Notice to proceed or

PO is issued, to initiate the Services related to the assignment no later than the date indicated in the Agreement/letter/PO.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Contact information (phone and e-mail): _____

2. Form 2: Bidder Information Form

RFP No.:

RFP Title:

I. General Information

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

II. Information as per Pre-Qualification Criteria to be furnished (Refer Section II):

SN	Particulars	Details (Enclose supporting documents, wherever required as per)
1.	Bidder's Date of Incorporation/ Registration	
2.	Annual Turnover: 2024-25 or 2025-26 2023-24 or 2024-25 2022-23 or 2023-24	
3.	Relevant Experience:	
4.	Blacklisting Declaration	
5.	Other Declarations as required	

3. Form 3: Bidder Past Experience Form

RFP No.:

RFP Title:

1) Relevant Experience	
Assignment No:1	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
Assignment No:2	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
<i>Add more details if required</i>	
2) Details of Same service as required in RFP	
Assignment	
Name of Client:	
Brief of Services/Product Provided:	
Location and Country:	
Name of Project:	
Year:	
Project Duration:	
Project Value In INR:	
Email id and contact detail of client	
3) Technical Presentation to be submitted covering the Understanding, A&M and proposing innovations (if any)	

4. Form 4: Financial Proposal Submission Form

RFP No.:

RFP Title:

The Bidder is required to submit their financial proposal in the table mentioned below but not with the technical proposals. Please note that this needs to be submitted along with the technical proposal but as a separate document.

SI	Scope Description	Cost (Excluding Taxes)	GST (%)	Total Cost of Project (Including Taxes)
1	Total Lump-Sum Cost for Complete Engagement			

Total cost of Project inclusive taxes in words:

- a. The Financial Break-up to be furnished as above should be mapped in accordance with the rates quoted on NSDC E-proc portal

Note: All Out-of-Pocket (OOP) expenses, including accommodation, travel, and related costs, shall be borne entirely by the bidder and must be included in the quoted price. NSDC will not cover any additional costs beyond the final quoted amount

5. **Form 5: Check List for Bidders**

(To be submitted as part of Technical Proposal on Consultant's Letter-head)

RFP No.:

RFP Title:

Sr. No.	Documents to be Submitted duly filled, signed	Yes / No
1	I. Certificates of Registration/ Incorporation. II. GST registration certificate III. Copy of PAN card	
2	CA certificates with UDIN	
3	Work Orders + Completion Certificates	
4	Blacklisting Declaration	
5	Term of Reference (TOR) Declaration	
6	Document asked in Section II & III	
7	Bidder Past Experience Form: The bidder must complete the provided table with relevant experience details and attach supporting documents below table (such as work orders and completion certificates). This process should be repeated for each project or engagement the bidder wishes to include in the technical proposal.	
10	Presentation capturing Approach and Methodology etc	
11	Financial Proposal was separately uploaded	
12	Technical Proposal Submission Form	
13	Bidder Information Form + other information	
14	Any other requirements, if stipulated in ITB; or if considered relevance by the consultant	

6. Form 7: Format for turnover and Financial Capability of Bidder

The annual turnover of M/S {insert name of the Bidder} for last three audited financial years in similar services are given below and certified that statement is true and correct:

Particulars/ Accounting Year (Immediate latest/last three years)	2023-24	2024-25	2025-26	Remark, if any
Turnover of the Firm				
Net worth				

**In the event the financial statements for FY 2025-26 have not been filed as on the bid submission date, FY 2022-23, 2023-24 and 2024-25 shall be considered for this purpose.*

Signed by CA with UDIN /Statutory Auditors

(with seal & registration no.)

(Signature of Bidder) with SEAL

SECTION V: FRAUD AND CORRUPT PRACTICES

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

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

"Anti-competitive practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

"Coercive practice" means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

"Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

"Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

SECTION VI: TERMS OF REFERENCE

1. Background

Standard legal templates currently being followed by National Skill Development Corporation (NSDC) and NSDC International Limited (NSDCI) require a comprehensive review. In light of evolving legal, regulatory, and operational requirements, it is necessary to revisit, update, and strengthen these templates to align with current best practices and organizational objectives. Further, NSDC and NSDC International Limited have, over the years, entered into a growing number of agreements with foreign entities across multiple jurisdictions, including agreements involving Foreign Contribution (Regulation) Act (FCRA) compliance requirements. Given this increasing global engagement and cross-border operations, it has become imperative to review and update the existing agreement templates to align with internationally accepted contractual standards, applicable legal and regulatory frameworks, and jurisdiction-specific requirements.

Accordingly, the proposed exercise should ensure that all contractual documentation is comprehensive, legally robust, commercially practical, and enforceable across relevant jurisdictions. The revised templates should adequately address cross-border legal considerations, risk allocation mechanisms, governing law and dispute resolution provisions, regulatory compliance obligations, and other jurisdictional nuances to support NSDC and NSDC International Limited's expanding international engagements.

2. Objective of the Exercise

- I. Strengthen risk mitigation frameworks and safeguards
- II. Enhance compliance, indemnity, and liability provisions
- III. Introduce improved dispute resolution mechanisms
- IV. Ensure clarity in roles and responsibilities
- V. Standardise contractual documentation
- VI. Align with industry best practices

3. Scope of Work

The list of agreements and templates identified for NSDC and NSDCI is only indicative and is intended to provide an overview of the expected scope of work. Upon empanelment and selection, the successful bidder shall be required to undertake review, standardization, updating and/or drafting of such additional agreements, documents, templates, notices and legal instruments as may be assigned by NSDC during the term of the engagement.

A. National Skill Development Corporation (NSDC)

The scope for NSDC shall include review, standardization and/or drafting of the following documents:

- I. Service Agreements
- II. Trademark License Agreements
- III. Notices of Dispute
- IV. Loan Recall Notices
- V. Invocation of Guarantee Notices
- VI. Revenue Sharing Agreements

- VII. Financial/Grant Agreements
- VIII. Non-Disclosure Agreements (NDAs)
- IX. CSR Agreements/MoUs
- X. CSR Service Level Agreements (SLAs)
- XI. Training Partner Agreements
- XII. Requests for Proposals (RFPs) (for good and services)
- XIII. Service Agreements forming part of RFPs
- XIV. Purchase Orders
- XV. HR-related documents and templates
 - a) Code of Conduct
 - b) Conflict of Interest
 - c) Appointment Letter
 - d) Full Term Consultant Contract
 - e) Short Term Consultant Contract
 - f) Offer Letter to Full Time Employee (FTE)
 - g) Offer Letter to Trainee
- XVI. SSC Grant Agreements
- XVII. Non-Funded Agreements
- XVIII. Loan Agreements and other Facility Agreements
- XIX. Agreements with Ministries (Financial and Non-Financial)
- XX. Agreements under Centre for future skills model (bipartite and tripartite)

B. NSDC International Limited (NSDCI)

The scope for NSDCI shall include review, standardization and/or drafting of the following agreements:

- I. Employer Agreements, where employers engage NSDCI and make payments for training, recruitment and/or placement-related services
- II. Agreements with service providers engaged by NSDCI
- III. Agreements with Recruitment Agencies (Financial and Non-Financial)
- IV. Non-Financial MoUs
- V. Agreements with NBFCs/Banks for facilitating Skill Loan facilities for candidates
- VI. Non-Disclosure Agreements (Unilateral and Mutual)
- VII. Revenue Sharing Agreements
- VIII. Letters of Intent (LOIs)
- IX. HR-related documents and templates
 - a) Code of Conduct
 - b) Conflict of Interest
 - c) Appointment Letter
 - d) Full Term Consultant Contract
 - e) Short Term Consultant Contract
 - f) Offer Letter to FTE
 - g) Offer Letter to Trainee
- X. Agreements with State Governments and Ministries (Financial and Non-Financial)

Note: Indicative Countries/Jurisdictions

- i. Japan
- ii. Mauritius
- iii. Australia
- iv. Germany
- v. Slovakia
- vi. Austria
- vii. Finland
- viii. Italy
- ix. Belgium
- x. GCC countries
- xi. United States
- xii. African countries
- xiii. Israel

4. Deliverables

- I. The selected law firm shall: Redraft and standardize all identified templates
- II. Provide a detailed report covering:
 - a) Key changes and deviations
 - b) Legal and commercial rationale
 - c) Risk mitigation improvements
 - d) Recommendations on standardization
 - e) Guidance on usage and customization
 - f) Ensure templates are adaptable for both domestic and cross-border transactions

5. Post-Completion Clarifications

Upon completion or expiry of the engagement, the Selected Bidder shall continue to extend reasonable assistance and provide necessary clarifications, explanations, interpretations, and responses to queries relating to any deliverable submitted under this assignment. Such support shall be provided free of charge for a period of (three) 03 months from the date of completion/expiry of the engagement.

6. Payment Terms

The fee shall be released in the following manner:

1. **50% (Fifty Percent)** of the fee shall be payable upon execution/signing of the Agreement and subject to submission of proforma invoice.
2. The remaining **50% (Fifty Percent)** of the Agreement Price shall be payable only upon successful completion of the entire Scope of Work and acceptance of all Deliverables by NSDC, in accordance with the terms and conditions of the Agreement.

If, at any stage during the term of the Agreement to be executed with the Selected bidder, NSDC determines that the Services or Deliverables are not being performed or provided in accordance with the requirements, specifications, timelines, or quality standards prescribed

under the Agreement, NSDC shall issue a written notice to the Selected Bidder specifying the deficiencies and granting a **cure period of fifteen (15) days** to rectify the same.

In the event the Selected Bidder fails to remedy such deficiencies within the stipulated cure period to the satisfaction of NSDC, NSDC shall have the right to terminate the Agreement and **forfeit the unpaid balance amount**, and no further payment shall be due or payable to the Selected Bidder. Such forfeiture shall be without prejudice to any other rights or remedies available to NSDC under the Agreement or applicable law.

7. Conditions for Payment

- I. Payment shall be released only after written certification of satisfactory completion and acceptance of the respective milestone by the authorized representative of NSDC.
- II. The Consultant shall submit:
 - Invoice in the prescribed format;
 - Deliverables corresponding to the milestone;
 - Acceptance certificate issued by NSDC.
- III. Payments shall be processed in accordance with NSDC's payment procedures after receipt of complete documentation.
- IV. Applicable statutory deductions, including TDS and other taxes, shall be made as per applicable laws.
- V. GST, if applicable, shall be paid extra at the prevailing rates upon submission of a valid tax invoice.
- VI. No payment shall be made for incomplete, rejected or unapproved deliverables.

SECTION VII: Platform Support for Tender Preparation:

1. **C1 India Private Limited:** Service provider to provide the e-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.
2. **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>.

Pre-requisites:

- a) 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
- b) 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 vikas.kumar@c1india.com.
- c) 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>)
- d) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- e) For helpdesk, please contact Help Desk Nos. +91-124-4302033 / 36 / 37
- f) Participant are requested to email their issues to procurement@nsdcindia.org and helpdesk at nsdcsupport@c1india.com. This will help serving the participant better.
Note: The subject line must be mentioned in mail heading **"Selection of a Law Firm for Review, Standardization, Updating and Drafting of Legal Agreements, Templates and Contractual Documents for National Skill Development Corporation (NSDC) and NSDC International Limited (NSDCI)"**.
- g) The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (<https://nsdc.eproc.in>)
- h) 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.
- i) It is highly recommended that the bidders should not 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.
- j) For technical support, you may reach out to the C1 Team. The contact details are provided below.

Dedicated Helpdesk for NSDC E-proc			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. Prakash Mishra	nsdcsupport[at]c1india[dot]com	+91-9953761136	MON - FRI
2. Mr. Govind Parihar	nsdcsupport[at]c1india[dot]com	+91-9999432157	MON - FRI
3. Mr. Gaurav Singh	nsdcsupport[at]c1india[dot]com	+91-7291981138	MON - FRI
Escalation Level 1			
Mr. Sandeep Bhandari	sandeep[dot]bhandari[at]c1india[dot]com		