

# Request for Expressions of Interest and Standard Request for Proposals (RFP)

Selection of Consultant: “Preparation of State Skill Action Plan for the state of Jammu & Kashmir”



National Skill Development Corporation

July 4<sup>th</sup>, 2018

**1. SELECTION OF CONSULTANTS**

**Request for Expressions of Interest and Standard Request for Proposals (RFP)**

**RFP No.: RFP/INNOVATION/2018/0020**

**Selection of Consultant for: “Preparation of State Skill Action Plan for the state of Jammu & Kashmir”**

**Department: Market Analytics – Impact & Innovation, NSDC**

**Issued on: July 4<sup>th</sup>, 2018**

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## PART I

### Section 1. Letter of Invitation

**RFP No. RFP/INNOVATION/2018/0020**

Delhi,

Date: July 4<sup>th</sup>, 2018

Dear Mr. /Ms.:

1. *National Skill Development Corporation (NSDC), the client*, invites proposals to provide the following consulting services (hereinafter called “Services”): **“Preparation of State Skill Action Plan for the state of Jammu & Kashmir”**. More details on the Services are provided in the Terms of Reference (Section 7).
2. It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under *Quality and Cost Based Selection (QCBS)* procedures and in Full Technical Proposal (FTP) format as described in this RFP, in accordance with NSDC Procurement Guidelines.
4. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 – Full Technical Proposal (FTP) - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 – Proposal Securing Declaration
  - Section 6 – NSDC – Corrupt and Fraudulent Practices
  - Section 7 - Terms of Reference
  - Section 8 - Standard Forms of Contract (Lump-Sum)
5. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Manish Kumar,

Chief Executive Officer & Managing Director

National Skill Development Corporation

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Email: [procurement@nsdcindia.org](mailto:procurement@nsdcindia.org) Website: [www.nsdcindia.org](http://www.nsdcindia.org)

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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of NSDC governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws of India.
- (d) “Client” means NSDC which shall sign the Contract for the Services with the selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h) “Day” means a calendar day.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical

to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

- (l) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (m) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (q) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (r) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (s) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (t) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

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

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

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

**3. Conflict of Interest**

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

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

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

**a. Conflicting activities**

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

**b. Conflicting assignments**

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

**c. Conflicting relationships**

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

**4. Unfair Competitive Advantage**

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

**5. Corrupt and Fraudulent Practices**

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

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

**6. Eligibility**

6.1 The Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for NSDC-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by NSDC in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

**a. Sanctions**

6.3.1 A firm or an individual sanctioned by NSDC in accordance with the above Clause 5.1 shall be ineligible to be awarded a NSDC-financed contract, or to benefit from a NSDC-financed contract,

financially or otherwise, during such period of time as NSDC shall determine.

**b. Prohibitions**

Not used

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

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

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

**d. Restrictions for public employees**

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

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

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

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

**B. Preparation of Proposals**

**7. General Considerations**

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

**8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or

outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

- 9. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 11. Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
- a. Extension of Validity Period** 12.4 The Client will make its best effort to complete the negotiations within the proposal's validity
- 12.5

12.6 period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.7 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.8 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of Key Experts at Validity Extension**

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

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

**c. Sub-Contracting**

12.11 The Consultant shall not subcontract the whole of the Services.

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

- (i) **if a consultant withdraws its proposal during the period of proposal validity specified by the consultant in its proposal. or any extension thereto provided by the consultant; or**
- (ii) **if the successful consultant fails to sign the Contract.**

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

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

**13. Clarification and Amendment of RFP**

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

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

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

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

**14. Preparation of Proposals – Specific Considerations**

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.



14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**15. Technical Proposal Format and Content**

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

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

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price Adjustment**

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

**b. Taxes**

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

**c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

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

### C. Submission, Opening and Evaluation

**17. Submission, Sealing, and Marking of Proposals**

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

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

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

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

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

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

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]”.

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

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

**18. Confidentiality**

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

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

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

**19. Opening of Technical Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

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

**20. Proposals Evaluation**

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

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

**21. Evaluation of Technical Proposals**

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

**22. Financial Proposals for QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the

technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

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

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

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

**24. Correction of Errors**

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

**a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and

the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum Contracts** 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

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

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

**27. Combined Quality and Cost Evaluation**

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

**b. Fixed-Budget Selection (FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection**

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

**D. Negotiations and Award****28. Negotiations**

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

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

**a. Availability of Key Experts**

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

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

**b. Technical negotiations**

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

**c. Financial negotiations**

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after due approvals from the concerned authorities.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

## **29. Conclusion of Negotiations**

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

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

## **30. Award of Contract**

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

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



## Instructions to Consultants

### E. Data Sheet

| <b>A. General</b>           |   |
|-----------------------------|---|
| <b>ITC Clause Reference</b> |   |
| <b>1 (c)</b>                | <i>Law of India</i>   |
| <b>2.1</b>                  | <b>Name of the Department: Market Analytics – Impact &amp; Innovation</b><br><b>Method of selection: <u>Quality (80%) and Cost Based (20%) Selection as per Applicable Guidelines: NSDC Procurement Guidelines</u></b>  |
| <b>2.2</b>                  | <b>Financial Proposal to be submitted together with Technical Proposal:</b><br>Yes<br><b>The name of the assignment is: “Preparation of State Skill Action Plan for the state of Jammu &amp; Kashmir”</b>   |
| <b>2.3</b>                  | <b>A pre-proposal conference will be held:</b> Yes<br><br>Date of pre-proposal conference: July 12 <sup>th</sup> , 2018<br>Time: 11:30 Hrs (IST)<br><br>Address: National Skill Development Corporation 301, 3 <sup>rd</sup> Floor, West Wing, Worldmark – 1 Aerocity, New Delhi – 110037<br>T: +011-47451600-10   F: +91-11-46560417<br>Email: <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a><br>Website: <a href="http://www.nsdcindia.org">www.nsdcindia.org</a><br><br>Contact person/conference coordinator: Soma Sharma |
| <b>2.4</b>                  | <b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <i>Not Applicable</i></b>  |
| <b>4.1</b>                  | <i>Not Applicable</i>   |

| <b>B. Preparation of Proposals</b> |  |  |            |                    |    |   |                              |    |   |  |    |   |                           |    |  |                               |
|------------------------------------|--|--|------------|--------------------|----|---|------------------------------|----|---|--|----|---|---------------------------|----|--|-------------------------------|
| <b>6.1 Eligibility</b>             | <p>Consultants are required to meet the eligibility criteria to move to next step for getting their technical proposals evaluated.</p> <p>Technical Proposals of firms that do not meet the eligibility criteria will not be considered further and be treated as non-responsive.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl</th> <th style="text-align: center;">Parameters</th> <th style="text-align: center;">Documents required</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>The agency must be a reputed academic institution / University / firm / company / LLP / not-for-profit society or trust and must be registered with the appropriate authority and in business for at least the previous 4 years from the date ending 31<sup>st</sup> March 2018.</td> <td>Certificate of Incorporation</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>The agency should have completed at least 1 relevant research study on labor markets or education or skill development sector within the last 4 years</td> <td>Contracts/ Work Orders including Certificate of Completion</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>The agency must be registered under Income Tax, PAN, GST and/or any other statutory authority required for this purpose</td> <td>Registration Certificates</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>The agency should not have been black listed by any Government Agency/Public Sector Undertaking/autonomous bodies.</td> <td>Self-Declaration or Affidavit</td> </tr> </tbody> </table> <p><b>NOTE: an agency must meet all the above criteria to be eligible for their technical proposals to be evaluated.</b></p> <p><b>Joint ventures are not allowed</b></p> | Sl   | Parameters | Documents required | 1. | The agency must be a reputed academic institution / University / firm / company / LLP / not-for-profit society or trust and must be registered with the appropriate authority and in business for at least the previous 4 years from the date ending 31 <sup>st</sup> March 2018. | Certificate of Incorporation | 2. | The agency should have completed at least 1 relevant research study on labor markets or education or skill development sector within the last 4 years | Contracts/ Work Orders including Certificate of Completion | 3. | The agency must be registered under Income Tax, PAN, GST and/or any other statutory authority required for this purpose | Registration Certificates | 4. | The agency should not have been black listed by any Government Agency/Public Sector Undertaking/autonomous bodies. | Self-Declaration or Affidavit |
| Sl                                 | Parameters   | Documents required   |            |                    |    |   |                              |    |   |  |    |   |                           |    |  |                               |
| 1.                                 | The agency must be a reputed academic institution / University / firm / company / LLP / not-for-profit society or trust and must be registered with the appropriate authority and in business for at least the previous 4 years from the date ending 31 <sup>st</sup> March 2018.  | Certificate of Incorporation                               |            |                    |    |   |                              |    |   |  |    |   |                           |    |  |                               |
| 2.                                 | The agency should have completed at least 1 relevant research study on labor markets or education or skill development sector within the last 4 years  | Contracts/ Work Orders including Certificate of Completion |            |                    |    |   |                              |    |   |  |    |   |                           |    |  |                               |
| 3.                                 | The agency must be registered under Income Tax, PAN, GST and/or any other statutory authority required for this purpose  | Registration Certificates                                  |            |                    |    |   |                              |    |   |  |    |   |                           |    |  |                               |
| 4.                                 | The agency should not have been black listed by any Government Agency/Public Sector Undertaking/autonomous bodies.   | Self-Declaration or Affidavit                              |            |                    |    |   |                              |    |   |  |    |   |                           |    |  |                               |
| <b>9.1</b>                         | <p><b>This RFP has been issued in the English Language. Proposals shall be submitted in English language.</b></p> <p><b>All correspondence exchange shall be in English language.</b></p>  |  |            |                    |    |   |                              |    |   |  |    |   |                           |    |  |                               |

|        |   |
|--------|---|
| 10.1   | <p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> </ol> <p>AND</p> <p><b>Financial Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> <li>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</li> </ol> |
| 10.2   | <p><b>Statement of Undertaking is required</b><br/> <i>Yes- included as paragraph (e) in Form TECH-1</i></p>  |
| 11.1   | <p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b><br/> Yes</p>   |
| 12.1   | <p><b>Proposals must remain valid for 120 days after the proposal submission deadline</b></p>   |
| 13.1   | <p><b>Clarifications may be requested no later than 7 days prior to the submission deadline.</b><br/> National Skill Development Corporation<br/> 301, 3rd Floor, West Wing, Worldmark – 1<br/> Aerocity, New Delhi – 110037<br/> T: +011-47451600-10   F: +91-11-46560417<br/> Email: <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a><br/> Website: <a href="http://www.nsdcindia.org">www.nsdcindia.org</a></p>  |
| 14.1.1 | <p><b>Shortlisted Consultants may associate with</b></p>  |

|   |   |
|---|---|
|   | <p><b>(a) non-shortlisted consultant(s):</b> No</p> <p><b>Or</b></p> <p><b>(b) other shortlisted Consultants:</b> No</p>  |
| <p><b>14.1.2</b><br/>(do not use for Fixed Budget method)</p> | <p><b>Estimated input of Key Experts' time-input: 30 person-months.</b></p>   |
| <p><b>14.1.3</b><br/>for time-based contracts only</p>        | <p><i>Not applicable</i></p>  |
| <p><b>14.1.4 and 27.2</b><br/>use for Fixed Budget method</p> | <p><i>Not applicable</i></p>  |
| <p><b>15.2</b></p>  | <p>The format of the Technical Proposal to be submitted is:<br/>Full Technical Proposal (FTP)<br/>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>  |
| <p><b>16.1</b></p>  | <p><i>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:</i></p> <ol style="list-style-type: none"> <li><i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></li> <li><i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i></li> <li><i>(3) cost of office accommodation, including overheads and back-stop support;</i></li> <li><i>(4) communications costs;</i></li> <li><i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></li> </ol> |

|   |   |
|---|---|
|   | <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>  |
| 16.2  | <p><b>A price adjustment provision applies to remuneration rates:</b><br/>No</p>  |
| 16.3  | <p><b>“Information on the Consultant’s tax obligations can be found at <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a>, “ <a href="https://cbec-gst.gov.in">https://cbec-gst.gov.in</a>”</b><br/>TDS however will be deducted as applicable.</p>   |
| 16.4  | <p><b>The Financial Proposal shall be stated in the following currencies:<br/>Indian National Rupee (INR)</b></p>   |
| <p><b>C. Submission, Opening and Evaluation</b></p> |   |
| 17.1  | <p><b>The Consultants shall submit their Proposals electronically</b> via NSDC e-Procurement Portal <a href="https://nsdc.eproc.in">https://nsdc.eproc.in</a>.</p> <p><i>The electronic submission procedures shall be:</i></p> <p><b><u>DEFINITIONS:</u></b></p> <p><b>a. C1 India Private Limited:</b> Service provider to provide the e-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.</p> <p><b>b. NSDC e-Procurement Portal:</b> An e-tendering portal of National Skill Development Corporation (“NSDC”) introduced for the process of e-tendering which can be accessed on <a href="https://nsdc.eproc.in">https://nsdc.eproc.in</a>.</p> <p><b><u>Pre-requisites:</u></b></p> <p>(i) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With <b>Both DSC Components, i.e. Signing &amp; Encryption</b>) from any of the licensed Certifying Agency under <u>CCA, Ministry of Electronics and Information Technology, Government of India</u> to participate in e-tendering portal of NSDC. Bidders can see the list of licensed CA’s from the link <a href="http://www.cca.gov.in">www.cca.gov.in</a><br/>C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing &amp; Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd.</p> |

|               |   |
|---------------|---|
|               | <p>at mobile no. +91-7291981138 for DSC related queries or can email at <a href="mailto:kartik.sehgal@c1india.com">kartik.sehgal@c1india.com</a></p> <p>(ii) To participate in the online bidding, it is mandatory for the Applicants to get themselves registered with the NSDC e-Tendering Portal (<a href="https://nsdc.eproc.in">https://nsdc.eproc.in</a>)</p> <p>(iii) System Requirement/ Registration Manuals/ Bid Submission Manuals are available at the NSDC eTendering Portal (<a href="https://nsdc.eproc.in">https://nsdc.eproc.in</a>)</p> <p>(iv) For helpdesk please contact Help Desk Nos. +91-124-4302033 / 36 / 37</p> <p>(v) Participant are requested to email their issues to helpdesk at <a href="mailto:nsdcsupport@c1india.com">nsdcsupport@c1india.com</a> This will help serving the participant better</p> <p>(vi) The amendments/ clarifications to the tender, if any, will be posted on the NSDC eTendering Portal (<a href="https://nsdc.eproc.in">https://nsdc.eproc.in</a>)</p> <p>(vii) The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.</p> <p>(viii) It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Skill Development Corporation nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.</p> |
| 17.4          | <p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b></p> <p>(b) <b>Financial Proposal:</b></p>   |
| 17.7 and 17.9 | <p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> 1<sup>st</sup> August 2018</p> <p><b>Time:</b> 14:00 hrs IST (Indian Standard Time)</p> <p><b>The Proposal submission address is:</b></p> <p><a href="https://nsdc.eproc.in">https://nsdc.eproc.in</a>.</p> <p>No hand or courier or any other mode of submission is allowed.</p>  |

| <p><b>19.1</b></p>  | <p><b><i>The online opening procedure shall be same as online submission procedure:</i></b></p> <p><b>The opening shall take place at:</b><br/>“same as the Proposal submission address”</p> <p><i>Bidders who choose to attend proposal opening may visit</i><br/>National Skill Development Corporation 301, 3<sup>rd</sup> Floor, West Wing, Worldmark – 1 Aerocity, New Delhi – 110037<br/>T: +011-47451600-10   F: +91-11-46560417<br/>Email: <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a><br/>Website: <a href="http://www.nsdcindia.org">www.nsdcindia.org</a></p> <p><b>Date:</b> same as the submission deadline indicated in 17.7.<br/><b>Time:</b> 15:00 hrs IST</p>  |  |               |  |             |   |  |   |             |                                       |      |              |      |                              |      |  |  |
|---|--|--|---------------|--|-------------|---|--|---|-------------|---------------------------------------|------|--------------|------|------------------------------|------|--|--|
| <p><b>19.2</b></p>  | <p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals</b> Name of the consultant firm.</p>   |  |               |  |             |   |  |   |             |                                       |      |              |      |                              |      |  |  |
| <p><b>21.1</b><br/>(for FTP)</p>  | <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) <b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b></td> <td style="text-align: right; vertical-align: bottom;"><b>[10]</b></td> </tr> <tr> <td colspan="2"> <p>Consultant that demonstrates experience in maximum number of relevant projects shall score full 10 marks. The remaining bidders shall be scored relatively lower than 10. Relevant projects include assignments similar to the one being considered in this ToR.</p> </td> </tr> <tr> <td>(ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b></td> <td style="text-align: right; vertical-align: bottom;"><b>[50]</b></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical Approach and Methodology</td> <td style="text-align: right; vertical-align: bottom;">[20]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work Plan</td> <td style="text-align: right; vertical-align: bottom;">[20]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right; vertical-align: bottom;">[10]</td> </tr> <tr> <td colspan="2"> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and</i></p> </td> </tr> </tbody> </table> |  | <u>Points</u> | (i) <b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b> | <b>[10]</b> | <p>Consultant that demonstrates experience in maximum number of relevant projects shall score full 10 marks. The remaining bidders shall be scored relatively lower than 10. Relevant projects include assignments similar to the one being considered in this ToR.</p> |  | (ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b> | <b>[50]</b> | a) Technical Approach and Methodology | [20] | b) Work Plan | [20] | c) Organization and staffing | [10] | <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and</i></p> |  |
|   | <u>Points</u>  |  |               |  |             |   |  |   |             |                                       |      |              |      |                              |      |  |  |
| (i) <b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b>  | <b>[10]</b>  |  |               |  |             |   |  |   |             |                                       |      |              |      |                              |      |  |  |
| <p>Consultant that demonstrates experience in maximum number of relevant projects shall score full 10 marks. The remaining bidders shall be scored relatively lower than 10. Relevant projects include assignments similar to the one being considered in this ToR.</p> |  |  |               |  |             |   |  |   |             |                                       |      |              |      |                              |      |  |  |
| (ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b>   | <b>[50]</b>  |  |               |  |             |   |  |   |             |                                       |      |              |      |                              |      |  |  |
| a) Technical Approach and Methodology   | [20]   |  |               |  |             |   |  |   |             |                                       |      |              |      |                              |      |  |  |
| b) Work Plan  | [20]   |  |               |  |             |   |  |   |             |                                       |      |              |      |                              |      |  |  |
| c) Organization and staffing  | [10]   |  |               |  |             |   |  |   |             |                                       |      |              |      |                              |      |  |  |
| <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and</i></p>  |  |  |               |  |             |   |  |   |             |                                       |      |              |      |                              |      |  |  |

*implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}*

**(iii) Key Experts’ qualifications and competence for the Assignment:**  
[40]

| S. No | Key Member  | Points |
|-------|---|--------|
| 1     | Key Expert – K 1; Project Lead                                    | 10     |
| 2     | Key Expert – K 2; Subject matter Specialist                       | 10     |
| 3     | Key Experts – K 3 to 6 (Analysts – 4 positions with 5 marks each) | 20     |

*{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}*

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- |  |            |
|--|------------|
| 1) General qualifications (general education, any industry specific certifications etc.)         | <u>30%</u> |
| 2) Adequacy for the Assignment (relevant training, experience in the sector/similar assignments) | <u>70%</u> |
| Total weight:  | 100%       |

**Total points for the five criteria: 100**

**The minimum technical score (St) required to pass is: 75**

**21.1**  
[for STP] *Not used*

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



|                     |  |
|---------------------|--|
|                     | <p><b>“The online opening procedure shall be: same as proposal submission and proposal opening procedure.<br/>Bidders who wish to attend opening of financial proposals may visit NSDC Office at a date and time to be informed later.</b></p>   |
| 25.1                | <p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such GST or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>   |
| 26.1                | <p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: INR</b></p>   |
| 27.1<br>(QCBS only) | <p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b><br/> <b>T = 0.80, and</b><br/> <b>P = 0.20</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p> |
|                     | <p><b>D. Negotiations and Award</b></p>  |
| 28.1                | <p><b>Expected date and address for contract negotiations:</b><br/> Date: August 2018<br/> Address:</p>  |

|             |  |
|-------------|--|
|             | National Skill Development Corporation 301, 3 <sup>rd</sup> Floor, West Wing, Worldmark – 1 Aerocity, New Delhi – 110037<br>T: +011-47451600-10   F: +91-11-46560417 |
| <b>30.2</b> | <b>Expected date for the commencement of the Services:</b><br><b>Date:</b> September 2018  |

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### Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### CHECKLIST OF REQUIRED FORMS

| Required for<br>FTP or STP<br>(v) |     | FORM              | DESCRIPTION  | Page Limit |
|-----------------------------------|-----|-------------------|--|------------|
| FTP                               | STP |                   |  |            |
| v                                 |     | TECH-1            | Technical Proposal Submission Form.  |            |
|                                   |     | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.   |            |
|                                   |     | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members |            |
| v                                 |     | TECH-2            | Consultant's Organization and Experience.  |            |
| v                                 |     | TECH-2A           | A. Consultant's Organization   |            |
| v                                 |     | TECH-2B           | B. Consultant's Experience   |            |
| v                                 |     | TECH-3            | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.  |            |
| v                                 |     | TECH-3A           | A. On the Terms of Reference   |            |
| v                                 |     | TECH-3B           | B. On the Counterpart Staff and Facilities   |            |
| v                                 |     | TECH-4            | Description of the Approach, Methodology, and Work Plan for Performing the Assignment  |            |
| v                                 |     | TECH-5            | Work Schedule and Planning for Deliverables  |            |
| v                                 |     | TECH-6            | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)   |            |
| v                                 |     | TECH-7            | Code of Conduct (ESHS)   |            |

**FTP is applicable for this assignment and Joint Venture is not eligible.**

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

## FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

---

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the NSDC’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the

substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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## FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

### CONSULTANT’S ORGANIZATION AND EXPERIENCE

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Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

#### **A - Consultant’s Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

#### **B - Consultant’s Experience**

---

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

| <b>Duration</b>            | <b>Assignment name/ &amp; brief description of main deliverables/outputs</b> | <b>Name of Client &amp; Country of Assignment</b> | <b>Approx. Contract value (in INR equivalent)/ Amount paid to your firm</b> | <b>Role on the Assignment</b>      |
|----------------------------|--|---|---|------------------------------------|
| {e.g., Jan.2014– Apr.2015} |  | {e.g., Ministry of ....., country}                | {e.g., 5 million.... }  | {e.g., Lead partner in a JV A&B&C} |
| {e.g., Jan-May 2015}       |  | {e.g., department of....., country}               | {e.g., .5 million}  | {e.g., sole Consultant}            |
|                            |  |   |   |                                    |

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**FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}



**FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)**

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

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing }

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing each of the tasks in TORs, to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

**FORM TECH-5**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

| N°         | Deliverables <sup>1</sup> (D-..)       | Months |   |   |   |   |   |   |   |   |      |   |       |  |
|------------|--|--------|---|---|---|---|---|---|---|---|------|---|-------|--|
|            |  | 1      | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | .... | n | TOTAL |  |
| <b>D-1</b> | {e.g., Deliverable #1: Report A        |        |   |   |   |   |   |   |   |   |      |   |       |  |
|            | 1) data collection                     |        |   |   |   |   |   |   |   |   |      |   |       |  |
|            | 2) deliverables                        |        |   |   |   |   |   |   |   |   |      |   |       |  |
|            | 3) inception report                    |        |   |   |   |   |   |   |   |   |      |   |       |  |
|            | 4) Working reports                     |        |   |   |   |   |   |   |   |   |      |   |       |  |
|            | 5) Closure of term sheet               |        |   |   |   |   |   |   |   |   |      |   |       |  |
|            | 6) delivery of final report to Client} |        |   |   |   |   |   |   |   |   |      |   |       |  |
| <b>D-2</b> |  |        |   |   |   |   |   |   |   |   |      |   |       |  |
|            |  |        |   |   |   |   |   |   |   |   |      |   |       |  |
| <b>n</b>   |  |        |   |   |   |   |   |   |   |   |      |   |       |  |
|            |  |        |   |   |   |   |   |   |   |   |      |   |       |  |

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



**FORM TECH-6**

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

| N°                     | Name              | Expert's input (in person/month) per each Deliverable (listed in TECH-5) |         |           |       |       |       |       |  |  |                 | Total time-input (in Months) |       |       |
|------------------------|-------------------|--|---------|-----------|-------|-------|-------|-------|--|--|-----------------|------------------------------|-------|-------|
|                        |                   | Position   |         | D-1       | D-2   | D-3   | ..... | D-... |  |  |                 | Home                         | Field | Total |
| <b>KEY EXPERTS</b>     |                   |  |         |           |       |       |       |       |  |  |                 |                              |       |       |
| K-1                    | {e.g., Mr. Abbbb} | [Team Leader]  | [Home]  | [2 month] | [1.0] | [1.0] |       |       |  |  |                 |                              |       |       |
|                        |                   |  | [Field] | [0.5 m]   | [2.5] | [0]   |       |       |  |  |                 |                              |       |       |
| K-2                    |                   |  |         |           |       |       |       |       |  |  |                 |                              |       |       |
| K-3                    |                   |  |         |           |       |       |       |       |  |  |                 |                              |       |       |
| n                      |                   |  |         |           |       |       |       |       |  |  |                 |                              |       |       |
|                        |                   |  |         |           |       |       |       |       |  |  | <b>Subtotal</b> |                              |       |       |
| <b>NON-KEY EXPERTS</b> |                   |  |         |           |       |       |       |       |  |  |                 |                              |       |       |
| N-1                    |                   |  | [Home]  |           |       |       |       |       |  |  |                 |                              |       |       |
|                        |                   |  | [Field] |           |       |       |       |       |  |  |                 |                              |       |       |
| N-2                    |                   |  |         |           |       |       |       |       |  |  |                 |                              |       |       |
| n                      |                   |  |         |           |       |       |       |       |  |  |                 |                              |       |       |
|                        |                   |  |         |           |       |       |       |       |  |  | <b>Subtotal</b> |                              |       |       |
|                        |                   |  |         |           |       |       |       |       |  |  | <b>Total</b>    |                              |       |       |

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

-  Full time input
-  Part time input

FORM TECH-6  
(CONTINUED)

CURRICULUM VITAE (CV)

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

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

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

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

**Membership in Professional Associations and Publications:**

---

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

---

**Adequacy for the Assignment:**

| Detailed Tasks Assigned on Consultant’s Team of Experts:                         | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
|--|---|
| {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) |   |
|  |   |
|  |   |

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

**Certification:**

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

{ day/month/year }

---

Name of Expert Signature Date

{ day/month/year }

---

Name of authorized Representative of the Consultant (the same who signs the Proposal) Signature Date

## Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

Read SKILLREPORTER for Tenders RFP Jobs EOI

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FORM FIN-1  
FINANCIAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

To: [Name and address of Client]

---

Dear Sirs:

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

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

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

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

---

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}



FORM FIN-2 SUMMARY OF COSTS

| Item   | Cost                            |
|--|---------------------------------|
|  | In Indian National Rupees (INR) |
| <b>Cost of the Financial Proposal</b>  |                                 |
| (1) Remuneration   |                                 |
| (2) Reimbursables  |                                 |
| <b>Total Cost of the Financial Proposal:</b><br>{Should match the amount in Form FIN-1}                            |                                 |
| <b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b> |                                 |
| (i) {insert type of tax: e.g., GST}  |                                 |
| (ii) {e.g., income tax on non-resident experts}  |                                 |
| (iii) {insert type of tax}   |                                 |
| <b>Total Estimate for Indirect Local Tax:</b>  |                                 |

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

**FORM FIN-3 BREAKDOWN OF REMUNERATION**

This information is required to establish payments to the Consultant for possible additional services if requested by the Client.

| No.                    | Name | Position (as in TECH-6) | Person-month Remuneration Rate | Time Input in Person/Month (from TECH-6) | INR |
|------------------------|------|-------------------------|--------------------------------|--|-----|
| <b>Key Experts</b>     |      |                         |                                |  |     |
| K-1                    |      |                         | [Home]                         |  |     |
|                        |      |                         | [Field]                        |  |     |
| K-2                    |      |                         |                                |  |     |
|                        |      |                         |                                |  |     |
|                        |      |                         |                                |  |     |
|                        |      |                         |                                |  |     |
|                        |      |                         |                                |  |     |
| <b>Non-Key Experts</b> |      |                         |                                |  |     |
| N-1                    |      |                         | [Home]                         |  |     |
| N-2                    |      |                         | [Field]                        |  |     |
|                        |      |                         |                                |  |     |
|                        |      |                         |                                |  |     |
| <b>Total Costs</b>     |      |                         |                                |  |     |

---

Section 5

**Form of Proposal-Securing Declaration**

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

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

RFP No.: *[number of RFP process]*

To: *[complete name of Client]*

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Proposal during the period of Proposal validity specified in the Form Tech - 1; or
- (b) having been notified of the acceptance of our proposal by the client during the period of proposal validity, (i) fail or refuse to sign the Contract; in accordance with the ITC.

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

Name of the Consultant\* \_\_\_\_\_

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

\_\_\_\_\_ Title of the person signing the Proposal

---

\_\_\_\_\_ Signature of the \_\_\_\_\_ person named above

\_\_\_\_\_ Date signed \_\_\_\_\_ day of \_\_\_\_\_

\*: In the case of the proposal submitted by joint venture specify the name of the Joint Venture as Consultant

\*\* : Person signing the Proposal shall have the power of attorney given by the consultant's firm attached to the Proposal

*[Note: In case of a Joint Venture, the Proposal-Securing Declaration must be in the name of all members to the Joint Venture that submits the Proposal.]*

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## Section 6. NSDC Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

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

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

"Fraudulent Practice", mean following:

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

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

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Section 7. Terms of Reference

Read SKILLREPORTER for Tenders RFP Jobs EOI

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## Background and Objectives

The National Skill Development Corporation (NSDC) is a one of a kind public private partnership under the guidance of the Ministry of Skill Development and Entrepreneurship (MSDE) set up as part of the governments' coordinated action in the skills space. NSDC operates mainly by fostering private sector initiatives in this area. In order to achieve this target NSDC has been working on three key mandates:

- Create: Proactively catalyze creation of large, quality vocational training institutions
- Fund: Reduce risk by providing patient capital and improve returns by providing viability gap funding
- Enable: Facilitate the creation of support systems required for skill development

With a training partner network of over 300 affiliates, 40 industry-led Sector Skill Councils and various enabling systems and programs, NSDC is a major contributor to the Government's Skill India mission

### Objectives of the project

Skill development interventions and their effectiveness in enhancing employability can be better understood by an on-the-ground focus in various states. To this end, NSDC seeks to engage a research agency to conduct a district-level skill gap study and prepare a state skill action plan for the state of Jammu and Kashmir.

- The objective of the project is to enhance employability in the state by addressing gaps in the demand and supply of skilled workforce.
- The study will aim to provide specific actionable recommendations that can be implemented in the short- to medium-term (one-, two- and three years). The report is envisaged to be used by decision-makers at the state- and central level. It is expected to be a reference document for any national or international agency seeking to design and implement a skill development program in the concerned state.

### Scope of Work

The scope of work includes the following:

1. A detailed evaluation of the state's socio-economic environment
2. Develop the overall methodology for the skills gap study. This will include the methodology for estimation of demand for skills and supply of skills at district level, and for translating the skill gap analysis into a State level action plan. It will also include an approach for studying the informal sector.
3. For the demand and supply assessments, primary research will be required (which may be through local partners), which will include design of questionnaires and guides for focus group discussions. The study must consider a robust sampling design to account for

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representation at the district level. It will also require consultations with stakeholders (for instance, target groups for training, training providers, firms, state government department officials, government departments / ministries involved in skill development initiatives, sector experts, industry bodies etc.) and should incorporate inputs from these interactions.

4. The primary research must be supplemented by secondary data analysis.
5. The findings of the primary and secondary research should be used to arrive at an estimate for skills gap at district, sector, and job role level.
6. Identify key stakeholders and the challenges facing each and provide feasible recommendations / policy actions for overcoming these bottlenecks.
7. The agency should regularly interact with NSDC to discuss / present the framework for the study and findings and incorporate feedback/suggestions.
8. Draft a skill development action plan in line with the outcomes of the primary and secondary research, inputs from stakeholders etc. and incorporate them in the draft report.
9. Carry out direct interactions with a limited set of high-level contacts (e.g. state government agencies, subject matter experts, industry nodal bodies etc.) to supplement local partner outreach. Three on-ground, multi-stakeholder consultations will be carried out in the state. The State Skill Development Mission will handle the facilitation, mobilization of participants and convene the consultations.
10. Draft the State Skill Action Plan in line with the assessment, global/ domestic good practices and examples, given ongoing/ planned state and National initiatives.
11. Validate the findings, recommendations and the State Skills Action Plan with key stakeholders and finalize the report.

### **Guidelines for methodology**

#### **Estimation of demand:**

This should include the following:

- A detailed study of the operating environment: Including state-level economic parameters, industry scenario, socioeconomic parameters and covering aspects such as:
  - A study of the macroeconomic and policy environment in the state as well as a detailed district-level economic analysis. This must include analysis of state level economic parameters such as SGDP, major industries, migration of labour etc.
  - A comprehensive district-level economic overview of each district in the state: (including sectoral profiles, labor force participation rates, employment patterns, education and training infrastructure) and migration patterns etc.
  - Sectoral growth trends and projections: in terms of outlook for the operating environment, business expansion, investment scenario
  - High priority / high growth sectors (especially labour intensive sectors)
  - Employment structure and characterization / degree of informality in the state



- 
- Social and demographic characteristics of the state's existing and potential workforce
  - Geographic dispersion of economic activities and employment
  - Profile of various skill development initiatives in the state (private and government)
- An in-depth district-wise skill demand assessment for the state: This should take into account the requirements of different skills by private and public organizations. It should also consider sector-wise economic projections and estimate the total skilling requirements of the state's workforce (including current and future) across each district
  - State-level policies and budgetary allocations to understand state government priorities
  - Mapping major industries and employers in the state as measured by state surveys, industry associations etc.
  - Analysis of the investment climate: Including a sector-wise assessment of risks and opportunities
  - The economic overview / projections should be validated by industry experts, industry associations, state government departments, relevant district-level authorities etc.
  - Primary Research to form an assessment – quantitative and qualitative – of skill requirements in each district, both current and anticipated, both by private and public sector employers as well as government departments
  - Provide detailed sample design and operational toolkit (including survey questionnaires) for conducting the study
  - Skill demand should be estimated across sectors, occupations / job roles, districts, and employers
  - The study should capture short- to medium-term skill requirements for private and public organizations in the sector
  - The assessment would also include inputs from interactions with relevant government officials, employers (including SME and large enterprises), entrepreneurs, industry bodies, etc.
  - Estimation of the potential for employment outside the state
  - Economic projections for key sectors at the district level, for both formal and informal segments
  - Secondary Research: Use credible and recognized sources (including state-level, district-level and Central government sources, multilateral institutions) of data to study district-level skill demand.

**Estimation of supply:**

This should include the following:

- Analysis on the educational and skill level in the state and/or district and the potential for expansion for both.
- Projection of working age population and state plans for socio-economic aspects.
- Distribution of the state's district-wise workforce by education / skill level and experience

- 
- Estimates and forecasts of the capacity to train across public and private sector. This will include key sources of Government schemes/programs, market-based programs and institutional seats and capacity utilization.
  - Inputs from employment exchanges and similar sources to estimate skill supply across sectors and job roles
  - Youth aspiration surveys and focus group discussions: Undertake surveys (based on random samples) of the youth population in each district to understand the skilling and learning aspirations of the region's youth, their preference for various types of jobs and location, employment in the state and outside the state, their perception of their own skill sets, willingness to invest in skills upgradation / higher education, awareness of career opportunities, salary expectations etc.
  - Provide detailed sample design and toolkit (including survey questionnaires) for conducting these surveys
  - Study socio-cultural factors that impact the supply of skills: for instance, qualitatively assess trends such as migration for work and other social variables specific to regions. This will help identify factors that contribute towards mismatch between demand and supply of skills regionally. Skilling recommendations can therefore be developed considering regional variations in these factors

#### **State-level action plan**

- Based on the demand-supply gap assessment and given the context of ongoing/ planned interventions, develop an action plan to meet the gaps and ease roadblocks in realizing the potential of human capital in the state. This plan will be focused on both policy and programs, and will be specified across two levels – regional/district and sectoral
- Evaluate the opportunities for new and on-going skill development interventions in the state to improve the availability and quality of skilled workforce, given ongoing / planned initiatives
- Provide insights on how the skill gap assessment can be used to maximize existing and upcoming economic opportunities through skill development
- Provide actionable recommendations for designing appropriate skill development initiatives to enhance employability
- Propose feasible changes/improvements to the state's policy and institutional framework to most effectively and efficiently implement the recommendations
- The agency should also prepare case studies for other relevant policy and program interventions.

**Note:** The agency may be called upon to discuss progress in the project at regular intervals. NSDC reserves the right to review output and request changes, whenever required.

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### Support provided by NSDC

For the purpose of this assignment, NSDC will also provide relevant inputs on aspects such as job role definitions, skills training and certification processes, the role of various institutions, etc.

NSDC will help in organizing the first stakeholder consultation workshop with the concerned State skill development mission and the relevant departments of the state/districts. The objective of this consultative meeting would be to establish contact points of the agency at the state-level and to seek the buy-in of key stakeholders in the state for the project. It would be the agency's responsibility to obtain the contact points and take the conversation further.

### Special Terms & Conditions

#### Reporting:

For the purpose of this assignment, the agency will be reporting to the Managing Director & Chief Executive Officer, NSDC. For day-to-day reporting, the agency will engage with the relevant team at NSDC (as specified by NSDC).

#### Payment Schedule

| Details                        | Submission Timelines<br>(in months) | Payment Milestones |
|--------------------------------|-------------------------------------|--------------------|
| Submission of Inception Report | T+ 1                                | 30%                |
| Submission of Interim Report   | T+ 3                                | 30%                |
| Submission of Final Report     | T+ 5                                | 40%                |

**A budget with intra line items would have to be submitted in the proposal. The broad headers would be professional fee and reimbursable. The same would become a part of the agreement.**

#### Location:

The team allocated by the agency for this project will be based out of its own office. However, it should be available for meetings at regular intervals. These meetings must be attended by the Project Lead and other senior representatives, as per NSDC's requirements. The agency must have a set up in the relevant state / should have a mechanism already set up to conduct the primary research involving local individuals.

### Key Deliverables

| S. No. | Key Deliverables  | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 |
|--------|---|---------|---------|---------|---------|---------|
| 1.     | <p>Inception report</p> <p>This would include at least the following among other relevant outputs:</p> <ul style="list-style-type: none"> <li>• Detailed approach and workplan</li> <li>• Mapping of data sources and stakeholders</li> <li>• Pilot results for at least 1 district in the state</li> </ul>                     | ✓       |         |         |         |         |
| 2.     | <p>Draft interim report</p> <p>This would include at least the following among other relevant outputs:</p> <ul style="list-style-type: none"> <li>• District profiles</li> <li>• Demand and supply side analysis across districts in the state for which surveys have been completed</li> <li>• Initial observations</li> </ul> |         |         | ✓       |         |         |
| 3.     | <p>Draft final report on state skill action plan</p>  |         |         |         |         | ✓       |

### Other Expectations:

- The agency must have the ability to deliver under strict timelines and be client responsive.
- The proposal should specify clear deliverables and a timeline for completing each deliverable.
- The agency must indicate its field research and implementation strategy, as well as a strategy and timeline for a pilot field study
- The proposal should indicate the data sources that the agency proposes to use.
- It must have adequate resources and team members to ensure timely completion of the project.
- The proposal should indicate the details of team members who will be involved in the project.
- The agency is expected to be present in all meetings called by NSDC. Members from research team along with senior representatives of the agency should attend the meetings.
- Consultants would be responsible for sharing discussion points and action plans emerging from meetings, and for ensuring that aspects that are mutually agreed upon by NSDC and the agency are incorporated in the study.

- **Credentials of the proposed team:** It is expected that the proposed project team will include team lead/researchers that will spend significant time on the project. Total expected commitment of each team member (in man days) should be indicated. The agency should have an adequate number of professionals and support staff for carrying out the assignment. The agency should allocate a project lead, subject matter experts, and a team of researchers to the assignment with experience in planning and executing studies on skill development.
- The Consultants should have an adequate number of professionals and support staff for carrying out the assignment. The Consultants should allocate a project lead, subject matter experts, and a team of researchers to the assignment with expertise in designing, planning, and executing rigorous studies on skill gaps and skill development interventions. The CVs of following key professionals will be evaluated.

| <b>Position<br/>(All positions are Full Time)</b>  | <b>Number</b> | <b>Required Person-months</b> | <b>Qualifications/experience</b>  |
|--|---------------|-------------------------------|---|
| <b>Project Lead</b>  | 1             | 5                             | Proven track record of leading studies on skill development interventions for at least 10 years. S/he should have recently led several well-received studies in the relevant area.  |
| <b>Subject matter specialist(s) (with expertise in skill development / labour markets)</b> | 1             | 5                             | Proven track record of managing / conducting rigorous research /studies on skill development. S/he should have at least 8 years of relevant research and evaluation experience, preferably also including in the area of skill training and government projects. S/he should have an advanced degree in social sciences/economics/statistics/public policy or a related discipline. |
| <b>Analysts / team members</b>   | 4             | 5                             | Minimum 5 years of relevant research experience in labour markets /skill development. S/he should have an advanced degree in social sciences/economics/statistics/public policy or a related discipline.  |

*A firm may suggest other technical experts as Non-Key Experts as may deem appropriate to complete the assignment, however their CVs will not be evaluated during the technical evaluation.*

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PART II

Section 8. Conditions of Contract and Contract Forms

Read SKILLREPORTER for Tenders RFP Jobs EOI

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STANDARD FORM OF CONTRACT

# Consultant's Services

Lump-Sum

Read SKILLREPORTER for Tenders RFP Jobs EOI

Read SKILLREPORTER for Tenders RFP Jobs EOI



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CONTRACT FOR CONSULTANT'S SERVICES

**Lump-Sum**

**Department Name: Corporate Strategy and New Initiatives**

**between**

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*National Skill Development Corporation*

**and**

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*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

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## I. Form of Contract

### LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price
    - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix

- D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

\_\_\_\_\_  
*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

\_\_\_\_\_  
*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means NSDC Procurement Guidelines.
- (b) “Applicable Law” means the laws of India
- (c) “Client” means NSDC that signs the Contract for the Services with the Selected Consultant.
- (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (i) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of India.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (n) “Local Currency” means the currency of the Client’s country.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

**6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized



representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

**7. Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

**10. Corrupt and Fraudulent Practices**

10.1. NSDC requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

**12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**13. Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

**18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

**19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

**a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant

to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this

Contract, including the cost of the return travel of the Experts.

### C. OBLIGATIONS OF THE CONSULTANT

#### 20. General

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law Applicable to Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

## **21. Conflict of Interests**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### **a. Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with NSDC's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

### **b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

### **c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### **d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect.

Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records** 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.



27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**30. Replacement of Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts or Sub-consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt,

fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

#### E. OBLIGATIONS OF THE CLIENT

#### 32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

**33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**34. Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

**35. Services, Facilities and Property of the Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such

member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment  
Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**39. Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**40. Currency of  
Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

**41. Mode of Billing and  
Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments

specified in the SCC until said advance payments have been fully set off.

41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

#### **42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond forty five (45) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

#### **G. FAIRNESS AND GOOD FAITH**

#### **43. Good Faith**

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## H. SETTLEMENT OF DISPUTES

### 44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

### 45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

## II. General Conditions

### Attachment 1: NSDC's Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

- 1.1 It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:
- a. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
  - b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
  - c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and

"Fraudulent Practice", mean following:

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

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

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## III. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract  |
|---------------------|---|
| 1.1(b) and 3.1      | <b>The Contract shall be construed in accordance with the law of India.</b>   |
| 4.1                 | <b>The language is: English</b>   |
| 6.1 and 6.2         | <p><b>The addresses are:</b></p> <p>Client: National Skill Development Corporation<br/> Attention: Mr.<br/> Telephone: <u>011-47451600</u><br/> E-mail (where permitted): <u>procurement@nsdcindia.org</u></p> <p>Consultant : _____<br/> _____</p> <p>Attention : _____<br/> Facsimile : _____<br/> E-mail (where permitted) : _____</p> |
| 8.1                 | <i>Not Applicable</i>   |
| 9.1                 | <p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> [name, title] _____</p> <p><b>For the Consultant:</b> [name, title] _____</p>   |
| 11.1                | <b>The effectiveness conditions are the following:</b> <i>signing of the contract between the parties</i>   |
| 12.1                | <p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be two months</b></p>  |
| 13.1                | <p><b>Commencement of Services:</b></p> <p><b>The number of days shall be ten</b></p>   |

|              |  |
|--------------|--|
|              | Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.  |
| <b>14.1</b>  | <b>Expiration of Contract:</b><br><br><b>The time period shall be 5 months from the date of signing of contract</b>  |
| <b>21 b.</b> | <b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b><br><br>Yes |

|                         |  |
|-------------------------|--|
| 23.1                    | <b>No additional provisions.</b>   |
| 24.1                    | <p><b>The insurance coverage against the risks shall be as follows:</b></p> <ul style="list-style-type: none"> <li><b>(a) Professional liability insurance, with a minimum coverage of contract amount.</b></li> <li><b>(b) Third Party liability insurance, with a minimum coverage of <i>one time of the contract amount</i></b></li> <li><b>(c) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in India, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</b></li> <li><b>(d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</b></li> </ul> |
| 27.1                    | <i>Client reserves all proprietary rights.</i>   |
| 27.2                    | <b>The Consultant shall not use any information related to this Contract without the prior written approval of the Client.</b>   |
| 32.1<br>(a) through (e) | <i>As per Terms of Reference.</i>  |
| 32.1(f)                 | <i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 32.1(f).]</i>  |
| 38.1                    | <p><b>The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: <b>inclusive</b> or <b>exclusive</b>] of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate: “for” or “to”] the Consultant.</b></p> <p><b>The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</b></p>  |

| 41.2                           | <p><b>The payment schedule:</b></p> <table border="1" data-bbox="548 369 1357 741"> <thead> <tr> <th data-bbox="548 369 873 453">Details</th> <th data-bbox="873 369 1109 453">Submission Timelines</th> <th data-bbox="1109 369 1357 453">Payment Milestones</th> </tr> </thead> <tbody> <tr> <td data-bbox="548 453 873 575">Submission of Inception Report</td> <td data-bbox="873 453 1109 575">T+ 1</td> <td data-bbox="1109 453 1357 575">30%</td> </tr> <tr> <td data-bbox="548 575 873 659">Submission of Interim Report</td> <td data-bbox="873 575 1109 659">T+ 3</td> <td data-bbox="1109 575 1357 659">30%</td> </tr> <tr> <td data-bbox="548 659 873 741">Submission of Final Report</td> <td data-bbox="873 659 1109 741">T+ 5</td> <td data-bbox="1109 659 1357 741">40%</td> </tr> </tbody> </table>  | Details            | Submission Timelines | Payment Milestones | Submission of Inception Report | T+ 1 | 30% | Submission of Interim Report | T+ 3 | 30% | Submission of Final Report | T+ 5 | 40% |
|--------------------------------|---|--------------------|----------------------|--------------------|--------------------------------|------|-----|------------------------------|------|-----|----------------------------|------|-----|
| Details                        | Submission Timelines  | Payment Milestones |                      |                    |                                |      |     |                              |      |     |                            |      |     |
| Submission of Inception Report | T+ 1  | 30%                |                      |                    |                                |      |     |                              |      |     |                            |      |     |
| Submission of Interim Report   | T+ 3  | 30%                |                      |                    |                                |      |     |                              |      |     |                            |      |     |
| Submission of Final Report     | T+ 5  | 40%                |                      |                    |                                |      |     |                              |      |     |                            |      |     |
| 41.2.1                         | Not Applicable  |                    |                      |                    |                                |      |     |                              |      |     |                            |      |     |
| 41.2.4                         | <p><b>The accounts are:</b></p> <p>for local currency: <i>[insert account]</i>.</p>   |                    |                      |                    |                                |      |     |                              |      |     |                            |      |     |
| 42.1                           | <b>The interest rate is 6%</b>  |                    |                      |                    |                                |      |     |                              |      |     |                            |      |     |
| 45.1                           | <p><b>disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li data-bbox="483 1157 1365 1314">1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li data-bbox="500 1360 1365 1860">(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>Indian Council of Arbitration</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Indian Council of Arbitration</i> shall appoint, upon the request of either Party and</li> </ol> </li> </ol> |                    |                      |                    |                                |      |     |                              |      |     |                            |      |     |

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|  | <p>from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary, Indian Council of Arbitration</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Indian Council of Arbitration</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> |
|  | <p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p>  |
|  | <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such</p>   |

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|  | <p>majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> |
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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]*

.....

### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-] at the negotiations or state that none has been made.]*

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**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE***[See Clause GCC 41.2.1 and SCC 41.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]***Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]* \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_ *[insert date]* \_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* ( \_\_\_\_\_ ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* ( \_\_\_\_\_ ) *[amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_[month]\_\_\_\_\_, [year]\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”