­­**REQUEST FOR PROPOSAL FOR**

**“****ENGAGEMENT OF PRACTICING COMPANY** **SECRETARY / CHARTERED ACCOUNTANT / COST ACCOUTANTS FIRMS FOR NASSCOM”**

Reference Number: nasscom/ RFP/ CS-CA-CMA/ 1505/ 2023-24/ 01

RFP Publish Date: 14th July 2023

RFP Closing Date: 28th July 2023

Issued by:

**A red text on a white background

Description automatically generated**

nasscom Plot No – 7 to 10,   
Sector 126, Noida – 201303, UP

# **FACT SHEET**

**RFP No –** nasscom/ RFP/ CS-CA-CMA/ 1505/ 2023-24/ 01 **Date**: 14th July 2023

| **#** | **Particular** | **Description** |
| --- | --- | --- |
|  | Name of the Project | Engagement of the practicing CS or CA or CMA firm (Partnership firm) for providing services towards formation of Section 8 company as per Companies Act, 2013. |
|  | Contract Period | The Contract period will be of 3 years from the signing of the Contract.  Further, extension may be given on a yearly basis up to 2 years on mutually agreed terms and conditions. |
|  | Publication of RFP | 14th July 2023 |
|  | Place, Last Date, and Time for Receiving Pre-Proposal Queries/ Clarifications | Up to 28th July 2023, 1700, hrs.  *All pre-Proposal queries should be sent in writing to*  [vipin@nasscom.in](mailto:vipin@nasscom.in) and [gsharma@nasscom.in](mailto:gsharma@nasscom.in) |
|  | Date and Time of Pre-Proposal Meeting | 21st July 2023 at 1500 hrs. |
|  | Place of Pre-Proposal Meeting | Virtual Meeting (Teams/ Zoom)  Links to the virtual meeting will be shared separately via email. |
|  | Mode of submission of Proposals | Submission through email as detailed out in Section 13 (Submission and Marking of Proposals) |
|  | Availability of RFP Document | [https://www.nasscom.com](https://www.nasscom.com/) |
|  | Last Date and Time for Submission of Proposal | 28th July 2023 up to 1400 hrs. |
|  | Date and Time for Opening of Proposal | 1st August 2023 at 1500 hrs. |
|  | Place of Opening of Proposal | nasscom,  Plot No. 7 to 10, Sector 126, Noida -201303, UP |
|  | Address for Communication | nasscom,  Plot No. 7 to 10, Sector 126, Noida -201303, UP  E-mail – [vipin@nasscom.in](mailto:vipin@nasscom.in) and [gsharma@nasscom.in](mailto:gsharma@nasscom.in) |
|  | Officer to be contacted for clarifications/help: | Mr. Vipin Kumar,  Deputy Director, Admin  Email: [vipin@nasscom.in](mailto:vipin@nasscom.in)  Phone: 9871095356 |

Notes:

1. Interested Bidders may obtain further information about this RFP from the above office publishing the document. They may also visit the website mentioned above for further details.
2. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the publishing organization, the Proposals will be received/ opened on the next working day at the appointed time.
3. Bidders are requested to attend a pre-Proposal conference for clarification on scope of work, commercial conditions of the RFP, on the time, date and place mentioned above. Participation in pre-Proposal conference is not mandatory, however, in case a Bidder chooses not to participate (or fails to do so) in the pre-Proposal conference, it would be assumed that they have no issues regarding the terms and conditions mentioned in this RFP.

**Table of Contents**

[**A.** **General Provisions** 5](#_Toc38567684)

[**1.** **Definitions** 5](#_Toc38567685)

[**2.** **Introduction** 6](#_Toc38567686)

[**3.** **Conflict of Interest** 6](#_Toc38567691)

[**4.** **Corrupt and Fraudulent Practices** 6](#_Toc38567697)

[**5.** **General Considerations** 7](#_Toc38567701)

[**6.** **Cost of Preparation of Proposal** 7](#_Toc38567704)

[**7.** **Language** 7](#_Toc38567707)

[**8.** **Documents Comprising the Proposal** 7](#_Toc38567709)

[**9.** **Proposal Validity** 7](#_Toc38567714)

[**10.** **Clarification and Amendment of RFP** 8](#_Toc38567721)

[**11.** **Technical Proposal Format and Content** 8](#_Toc38567725)

[**12.** **Financial Proposal** 9](#_Toc38567729)

[**13.** **Submission, Sealing, and Marking of Proposals** 9](#_Toc38567733)

[**14.** **Confidentiality** 10](#_Toc38567743)

[**15.** **Evaluation of Proposal** 10](#_Toc38567746)

[**16.** **Award of Contract** 14](#_Toc38567759)

[**Annexure B – Terms of Reference**  22](#_Toc38567769)

# **General Provisions**

# **Definitions**

1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the firms.
2. “Applicable Guidelines” means the policies of nasscom/ nasscom governing the selection and Contract award process as set forth in this RFP.
3. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specifically described as part of this
4. “Client” means nasscom/ nasscom that shall sign the Contract for the Services with the selected Bidder.
5. “Bidder” means a legally established professional consulting firm or an entity that intends to provide Services to the Client and is submitting its Proposal as part of the instant RFP.
6. “Contract” means a legally binding written agreement signed between the Client and the selected Bidder.
7. “Day” means a calendar day.
8. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder, Sub-consultant or Joint Venture member(s).
9. “Government” means the ‘Government of India’.
10. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Bidder 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.
11. “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 Bidder’s Proposal.
12. “Non-Key Expert(s)” means an individual professional provided by the Bidder 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.
13. “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.
14. “Services” means the work to be performed by the Bidder pursuant to the Contract.
15. “Sub-consultant” means an entity to whom the Bidder intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

# **Introduction**

* 1. The Client intends to select a Bidder, in accordance with the **‘Terms of Reference’** as specified at **‘Annexure B’** of this document.

* 1. Bidders are invited to submit a Technical Proposal and a Financial Proposal, for services required for the assignment **“ENGAGEMENT OF PRACTICING COMPANY SECRETARY / CHARTERED ACCOUNTANT / COST ACCOUTANTS FIRMS FOR NASSCOM”.** The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.
  2. The Client will timely provide, at no cost to the Bidder, the inputs, relevant project data, and reports required for the preparation of the Bidder’s Proposal.
  3. A Bidder will be selected under **Quality and Cost Based Selection (QCBS)** procedures and in full Technical Proposal format as described in this RFP, in accordance with the policies of the Client.

# **Conflict of Interest**

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

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

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

# **Conflict among consulting assignments**: A Bidder (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 Bidder for the same or for another Client.

# **Relationship with the Client’s staff**: A Bidder (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the 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 the client throughout the selection process and the execution of the Contract.

# **Corrupt and Fraudulent Practices**

# The Client requires that no fraudulent or corrupt means shall be used by the Bidder in order to get the award of work.

# The Bidder shall permit and shall cause its agents, experts, sub-consultants, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and Contract performance (in case of an award), and to have them audited by external auditors, if needed.

# **Preparation of Proposals**

# **General Considerations**

# Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications;

# Response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a Proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

# **Cost of Preparation of Proposal**

# The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Proposal, in providing any additional information required by the Client to facilitate the evaluation process, and in negotiating a definitive ‘Contract’ or all such activities related to the Proposal submission and evaluation process. The Client would 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 Bidder.

# **Language**

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

# **Documents Comprising the Proposal**

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

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

# The Bidder shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission **Form 10** placed at **Annexure-A** to this RFP**.**

# All materials submitted by the Bidder shall become the property of the Client and may be returned at the Client’s sole discretion.

# **Proposal Validity**

# The Bidder’s Proposal must remain valid for **180 days** after the Proposal submission deadline.

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

# If it is established that any Key Expert nominated in the Bidder’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.

# The Client will make its best effort to complete the negotiations within the Proposal’s validity period. However, should the need arise, the Client may request, in writing, all Bidders who have submitted Proposals prior to the submission deadline to extend the Proposals’ validity.

# If the Bidder 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.

# The Bidder has the right to refuse to extend the validity of its Proposal in that case such Proposal will not be further evaluated.

# **Clarification and Amendment of RFP**

# The Bidder may request a clarification of any part of the RFP during the period before between beginning from the date of publishing of this RFP till the Proposals’ submission deadline. Any request for clarification must be sent via email as indicated at Clause 13.9. The Client will respond in writing (including an explanation of the query but without identifying its source) to all the Bidder. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so 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.

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

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

# **Technical Proposal Format and Content**

# The Technical Proposal shall not include any financial information. **A Technical Proposal containing material financial information shall be declared as null and void.**

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

# The Technical Proposal shall be made as per standard forms provided at **Forms 2-9** placed at **Annexure-A** to this RFP.

# **Financial Proposal**

# The Financial Proposal shall be prepared using the standard forms provided at **Form 10** in **Annexure-A**. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) Out-of-pocket expenses.

# The Bidder and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise.

# **Submission, Opening and Evaluation**

# **Submission, Sealing, and Marking of Proposals**

# The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Paragraphs 8,11 and 12. **The submission to be done by e-mail in password protected PDF file.**

# An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and Financial Proposal and shall put initials on all the pages of both Technical and Financial Proposals. **The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.**

# For the purposes of this RFP, Joint Ventures and Consortiums are not allowed.

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

# The Technical Proposal email shall clearly be subjected as **‘TECHNICAL PROPOSAL-** **“ENGAGEMENT OF PRACTICING COMPANY SECRETARY / CHARTERED ACCOUNTANT / COST ACCOUTANTS FIRMS FOR NASSCOM”**, Email body must have the following details: reference number, name and address of the Bidder, and a warning “DO NOT OPEN UNTIL 1730 hrs, 28th July 2023 The Technical Proposal should not contain any financial information whatsoever on the services offered. Financial information shall be separated and only contained in the Financial Proposal.

# The Financial Proposal email shall clearly be subjected as **‘FINANCIAL PROPOSAL-** **“ENGAGEMENT OF PRACTICING COMPANY SECRETARY / CHARTERED ACCOUNTANT / COST ACCOUTANTS FIRMS FOR NASSCOM”**. Email body must have the following details: reference number, name and address of the Bidder, and a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”**

# The Technical Proposal with the mentioned marking as mentioned in Point 13.5 shall be sent by email to Mr. Vipin Kumar at [vipin@nasscom.in](mailto:vipin@nasscom.in) . The Proposal should be in PDF format and password protected. Password **should NOT** **be shared** along with the Financial Proposal. – Password to be shared only when requested for. Deadline for submission is 28th July 2023, 17:30 hrs.

# The Financial Proposal with the mentioned marking as mentioned in point 13.6 shall be sent to Mr. Gopal Sharma at [gsharma@nasscom.in](mailto:gsharma@nasscom.in) . The Proposal should be in PDF format and password protected. Password **should NOT be shared** along with the Proposal – password to be shared only when requested for. Deadline for submission is 28th July 2023, 17:30 hrs.

# Any modification to the Technical Proposal or Financial Proposal must be sent at vipin[@nasscom.in](mailto:@nasscom.in) and [gsharma@nasscom.in](mailto:gsharma@nasscom.in) respectively on or before the deadline of the RFP. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected.

# **Confidentiality**

# From the time the Technical Proposals are opened to the time the Contract is awarded, the Bidders 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 Bidders who have submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

# Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in immediate rejection of its Proposal.

# **Evaluation of Proposal**

# The Bidder is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

# The Client shall constitute a Proposal Evaluation Committee/Project Board to open and evaluate the Proposals of the Bidders to the RFP.

# **The Client may require the shortlisted Bidders** to make a presentation to the Proposal Evaluation Committee/ Project Board (‘Committee’).

# **Evaluation Process**

* + 1. The Committee constituted by the Client shall evaluate the Proposals submitted as response to the RFP and all supporting documents / documentary evidence. The decision of the Committee in the evaluation of responses to the Proposal with respect to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee;
    2. To assist in the examination, evaluation and comparison of Proposals, the Client may at its discretion, ask the Bidder for clarification of its Proposal;
    3. The Client will examine the Proposal to determine whether it is complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposal is generally in order;
    4. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected;
    5. Prior to the detailed evaluation, the Client would determine the substantial responsiveness of each Proposal to the RFP. For purposes of this RFP, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Client’s determination of a Proposal’s responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence;
    6. Proposal determined as not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

# **Bid Evaluation, Pre-Qualification and Selection Process**

# Overall evaluation of the Proposals will be done in two stages namely Technical and Financial evaluation based on **Quality & Cost Based Selection (QCBS)**.

# After the Bidders submit their Technical and Financial Proposals according to the instructions provided in the sections below, the Proposals will be evaluated through a two-stage process as described below:

1. Technical Evaluation (80% weightage): Phase I qualifier
2. Financial Evaluation (20% weightage): Phase II post shortlisting in Phase I - Calculation of Final Score (Phase I + II Score)

# **Pre-Qualification Criteria**

|  |  |  |
| --- | --- | --- |
| **Sl. No** | **Pre-Qualification Criteria** | **Supporting Documents** |
| 1. | The Bidder should be a partnership firm / LLP of reputed Practicing Company Secretaries/ Chartered Accountant/ Cost Accountant registered in India as per the provisions of The Company Secretaries Act, 1980 or The Chartered Accountancy Act 1949 or Cost and Works Accountants Act, 1959 | Copy of Partnership/ LLP deed **along with Form 2** |
| 2. | The firm should be registered with the Institute of Company Secretaries of India (ICSI) or Institute of Chartered Accountant of India or The Institute of Cost Accountant of India. | Copy of registration certificate issued by Competent Authority wherever applicable - **As per Form 3** |
| 3. | The firm should have a minimum of 3 full-time CS partners (as on date of commencement date of RFP). Out of the 3 Partners, 1 Partner should be FCS. | Details of partners on firms’ letterhead– **As per Form 4** |
| 4. | The firm should have its own office in Delhi/ NCR. | Address details along with proof of address (rent agreement/ sales deed/ electricity bill etc.) **- As per Form 5** |
| 5. | The firm should never have been barred / blacklisted for breach of Contract/fraud/corrupt practices/professional misconduct by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments/Statutory Authority / Regulator / ICFI/ICSI/ICAI/ICMAI etc. | Declaration on the firms’ letterhead - **As per Form 6** |

# **Technical Evaluation**

As the first step, the Technical Proposal will be evaluated based on the “Technical Evaluation Methodology” provided below. Only those Technical Proposals that qualify will be considered for Financial Evaluation. ***Bidder must score at least 70 Points out of maximum 100 Points*** as per table below to qualify the Technical Evaluation round. During Technical Evaluation, Bidders may be called for a presentation, if needed.

**TECHNICAL EVALUTION CRITERIA:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Evaluation Criteria** | **Definition** | **Max Points** | **Supporting Documents** |
| 1 | **Years of Existence**  No of years for which the firm has been engaged in active practice | More than 10 Years: 10 Points  Between 5- 10 Years: 5 Points  Less than 5 Years: 0 Points | 10 | A self-certification on firm letter head from authorized signatory |
| 2 | No. of partners in the firm | More than 8: 15 Points  Between 6 and 8: 10 Points  Between 3 - 5: 5 Points | 15 | A self-certification on firm letter head from authorized signatory - **As per Form 4** |
| 3 | No of partners practicing for more than 5 years | More than 11: 20 Points  Between 9 and 11: 15 Points  Between 6 and 8: 10 Points  Between 3 - 5: 5 Points | 20 | A self-certification on firm letter head from authorized signatory - **As per Form 4** |
| 4 | Resume of Qualified CS professionals (Key Experts) proposed for the assignment with experience in similar projects. | 3 Key Experts: 15 Points  2 Key Experts: 10 Points  Less than 2 Key Experts: 0 Points | 15 | Self-Certified Resumes **as per Form 4 (B)** |
| 5 | Average annual professional income of the firm during last three consecutive audited years should be minimum INR 10 lakhs.  (Average of previous three financial years, FY 2021-22, 2020-21 & 2019-20) | > INR 15 lakhs: 10 Points  >INR 12 lakhs = 15 lakhs: 6 Points  >= INR 10 lakhs =12 lakhs: 2 Points  < INR 10 lakhs: 0 Points | 10 | Certificate from the Chartered Accountant/ Statutory Auditor - **As per Form 7** |
| 6 | **Prior Relevant Experience:**  Experience in rendering services to Govt. and non-Govt bodies w.r.t compliance towards formation of company on large contracts worth more than INR 10 lakhs projects. | 3 Projects: 15 Points  2 Projects: 10 Points  1 Project: 5 Points  **Note** – 15 Points extra in case bidder having experience in formation and compliance w.r.t section 8 company as per Companies Act. 2013. | 30 | A self-certification on firm letter head from authorized signatory - **As per Form 8**  **For extra 15 points – bidder need to submit a valid document such as Work Order/PO/ completion certificate** |
|  | **TOTAL POINTS** | | **100** |  |

# **Financial Evaluation**

Financial Proposals, only for qualified Bidders whose Technical Proposals qualify will be considered. Financial Proposals of the Bidders whose Proposals were not shortlisted will not be opened; passwords will not be asked.

Of the Financial Proposals opened, the lowest “Project-Cost” will be designated as “L1” and awarded a score of 100. For the other qualifying Bidders, their Commercial-Score will be calculated according to the formula: Commercial-Score = (Project-Cost of “L1”) / (Project-Cost of Bidder) \*100

# **Calculation of Final Score**

# The “Final-Score” of each qualifying Bidder will be calculated as indicated below.

**Final-Score = 0.8\*(Technical-Score) + 0.2\*(Commercial-Score)**

The Bidder with the highest final score would be awarded the Contract. In case of a tie, the Bidder with a higher technical score will be considered.

# **Proposed Timelines for selection process**

Bidders may be invited for presentations and/or team interviews as part of the evaluation process. Details will be provided at a later date. Following are the proposed timelines for the entire process of selection:

|  |  |
| --- | --- |
| **Event** | **Target Date** |
| RFP issued / published on the website | 14th July 2023 |
| Last date of submission of Proposal with solicited documents | 28th July 2023 |
| Award of Contract to the selected Bidder by nasscom/ nasscom (Tentative) | 17th August 2023 |
| Commencement of implementation of project post the signing of the Contract (Tentative) | 17th August 2023 |

# **Award of Contract**

# **Criteria for award of Contract**

# The Client reserves the right to accept or reject any Proposal and to annul the solicitation process and reject all Proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder(s) of the grounds for the Client’s action prior to expiration of the period of Proposal validity. The Client would award the Contract to the selected Bidder whose Proposal after being evaluated is considered to be the most responsive to the needs of the Client and activity concerned.

# **Client’s right to vary requirements at time of awarding the Contract.**

# The Client reserves the right at the time of award of Contract to vary the quantity of services and goods specified in this RFP without any change in price or other terms and conditions on grounds of mutual consensus.

# **Signing of the Contract**

# Within 2 days of receipt of the Contract the successful Bidder shall sign the Contract and return it to the Client.

The selected Bidder will be notified in writing by the Client. As noted earlier in this document, this date is subject to change at the sole discretion of the Client.

# **Contract Finalization**

# 

# The Contract to be entered into between the selected Bidder and Client would be finalized with the Bidder by the Client and will contain Client standard terms and conditions. If, in the opinion of the Client, it appears that a Contract will not be finalized with the selected Bidder within three (3) days, negotiations with other Bidder submitting responsive Proposals may be undertaken.

# **Documents**

The following set of documents needs to be submitted to qualify for the evaluation process.

These documents are **Annexure A**

* Form 1: Covering letter with the Proposal in response to this RFP.
* Form 2: Details of partnership deed/ LLP.
* Form 3: Details of registration with ICSI.
* Form 4: Details of Partners.
* Form 4(B): CV of Key Experts.
* Form 5: Details of address proof
* Form 6: Declaration of debarred/ blacklist etc.
* Form 7: CA certificate w.r.t average turnover
* Form 8: Prior relevant experience details
* Form 9: Details of the responding organization;
* Form 10: Financial Proposal format;

The formats for each of the above documents are included below. Bidder needs to submit the all the above documents w.r.t scope of work mentioned in this RFP. All forms should be on bidder firms’ letterhead and signed by Authorized Signatory of the Bidder.

**Form 1: Covering letter with the Proposal in response to RFP notice**

(To be submitted on the Letterhead of the Bidder)

{Date & Place}

To

CEO,

nasscom

Noida

Ref: RFP Notification no **“**<<\_\_\_\_\_\_\_\_\_>>” dated <<\_\_\_\_\_\_\_\_\_\_\_>>.

Subject: Submission of Proposal in response to the RFP for **“<<name of the project>>**

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our Proposal in response to your RFP No **“**<<\_\_\_\_\_\_\_\_\_>>” dated <<\_\_\_\_>> w.r.t the subject concernedin full conformity with the said RFP document.
2. We attach our Technical Proposal and Financial Proposal; the Technical and Financial Proposals are in softcopy (PDF Password protected), both of which together constitute our Proposal, in full conformity with the said RFP.
3. We undertake, if our Proposal is accepted, to assign a team dedicated to the successful completion of this project.
4. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Proposal shall not be given effect to.
5. We undertake, if our Proposal is accepted, to adhere to the scope of engagement or such a modified plan as may subsequently be mutually agreed between us and nasscom/ nasscom or its appointed representatives.
6. We agree to unconditionally accept all the terms and conditions set out in the RFP document.
7. We affirm that the information contained in this Proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to through this Proposal is true, accurate, and complete.
8. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the nasscom/ nasscom as to any material fact. We agree that nasscom/ nasscom is not bound to accept the lowest or any price you may receive. We also agree that you reserve the right in the absolute sense to reject all or any of the products/ services specified in the Proposals without assigning any reason whatsoever.
9. **We have attached the necessary documents such as your PAN card, GST number, and partnership agreement/certificate of registration.**

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of <……..>2023

(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of firm) Seal/Stamp of Bidder

**Form 2: Details of Partnership deed/ LLP**

{on bidder’s letterhead}

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of the firm** | **Category (Partnership/ LLP)** | **Deed/ LLP details (date of deed, ref no)** | **Supporting documents** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Form 3: Details of ICSI/ICAI/ ICMAI registration**

{on bidder’s letterhead}

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of the firm** | **Category (Partnership/ LLP)** | **ICSI/ ICAI/ ICAI (Cost Accountant) Registration details (date of registration, valid up to etc.)** | **Supporting documents** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Form 4: Details of Partners**

{on Bidder’s letterhead}

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No** | **Name of the Partner** | **CS Membership no** | **Date of association with the firm** | **Experience including areas of expertise (in years)** |
|  |  |  |  |  |

**Form 4 (B): CV of Key Experts**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. Name |  | | | |
| 2. Position in the firm |  | | | |
| 3. Proposed Role |  | | | |
| 4. Education: |  | | | |
| 5. Professional Record | From | To | Company/firm | Position Held |
|  |  |  |  |
| 6. Brief Profile | Years of experience etc. | | | |
| 1. Certification certifies that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.   Signature of Partner  Day/Month/Year  Date \_\_\_\_\_\_\_\_\_\_ | | | | |

**Form 5: Details of address proof**

|  |  |  |  |
| --- | --- | --- | --- |
| **Location (Delhi/NCR)** | **Complete Office Address** | **Name of the Partner associated with the office** | **Supporting document** |
|  |  |  |  |
|  |  |  |  |

**Form 6: Declaration of debarred/ blacklist etc.**

{on Bidder’s letterhead}

|  |  |
| --- | --- |
| Has the bidder been blacklisted/ debarred by any Government Financial Institutions /Banks/ RBI/ ICAI/ ICSI/ ICAI (Cost Accountant)/ IBA / Government / Semi Government Departments/ PSUs / Regulatory Authorities etc. | Yes/ No |
| If yes, Name of the entity who has black listed. |  |
| Reason thereof |  |

**Form 7:CA certificate for average annual turnover**

**(On CA’s letter head)**

We hereby certify that Total Average Annual Turnover of M/s **<< name of the Bidder>>** during the last three audited financial years is as given below:

|  |  |  |
| --- | --- | --- |
| **Financial Year** | **Annual turnover**  **(In INR)** | **Average Annual Turnover**  **(In INR)** |
| **2019-20** |  |  |
| **2020-21** |  |
| **2021-22** |  |

**(In words - INR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_<< Average Annual Turnover>>**

(Signature of CA)

Name of the CA

Name of the CA’s firm

Certificate No

**Form 8: Relevant Project Experience**

**Part 1: Project Experience Summary**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S No** | **Name of the Project/ Engagement** | **Client name** | **Description of the project** | **Duration (Period)** | **Value**  **(In INR)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Date:

(Signature of Authorized Signatory)

(Name and Designation)

Seal/Stamp of Bidder

**Form 9: Details of responding firm** **(Bidder)**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **S. No.** | **Particulars** | | | **Details to be furnished** | | | |
| 1. | **Details of responding firm (Bidder)** | | | | | | |
| Name of the firm | | | | | | | |
| Address | | | | | | | |
| Telephone | | | | | Fax | | |
| E-mail | | | - | | Website | | |
| **2.** | **Information about responding firm** | | | | | | |
| Status of firm *(Partnership deed/ LLP etc.)* | | | | | | | |
| Details of Pan | | | | | | | Date |
| Ref # |
| Details of GST Registration | | | | | | | Date |
| Ref # |
| 3. | No of professional in the firm as on 31st March 2023 | | |  | | |  |
| 4 | | No of office in India | |  | |  | |

Date:

(Signature of Authorized Signatory)

(Name and Designation)

Seal/Stamp of Bidder

**Form 10: Financial Proposal**

**(To be submitted on the Bidder’s letter head as per the format given below in a separate email in password protected PDF document)**

**Table A - FORMATION OF SECTION 8 COMPANY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S No** | **Amount**  **(In INR1)** | **Taxes and other charges** | **Total Amount**  **(In INR)** | **Total Amount**  **(In words)** |
| **1** |  | **INR-----** | **INR ------** |  |

**Table B - POST INCORPORATION (Retainership fee)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S No** | **Amount per month**  **(In INR2)** | **Taxes and other charges** | **Total Amount**  **(In INR)** | **Total Amount**  **(In words)** |
| **1** |  | **INR-----** | **INR ------** |  |

Note –

1. The amount includes all expenses such as TA, OPEX etc. excluding taxes.
2. Retainership fee will be multiplied by 12 for arriving annual amount.
3. For calculation of financial bid, the total of both the table A & B taken into consideration. Individual table amount will not be taken into consideration.

Date:

(Signature of Authorized Signatory)

(Name and Designation)

Seal/Stamp of Bidder

# **Annexure B – Terms of Reference for**

# **“ENGAGEMENT OF PRACTICING COMPANY SECRETARIES’ FIRMS (Bidder) FOR nasscom”**

1. **Background**
   1. nasscom exists as the national standard setting body for technology skills, working in close coordination with the industry body nasscom and under the aegis of NSDC. We live in a continuously changing world that's increasingly reliant on new, emerging technologies. is working to accelerate the transformation of the education and skills ecosystem to position India as the global talent hub.
   2. nasscom has been present in the ecosystem for a decade now. Stakeholders, including trainers, employers and academic partners draw upon the organization to identify and build synergies. Together, 800 training partners, 300+ academic partners and over 2000 member companies collaborate to build and strengthen a sustainable talent roadmap for the technology industry in the country.
   3. IT-ITeS SSC, aligned as a division under nasscom is also the national body that defines and builds job standards, and the related competency assessments and certifications for the IT-ITeS SSC sector under GOI. As per the recommendation, IT-ITeS SSC may continue its operations and will move towards a Section 8 Company construct**.**
2. **Scope of Work**

With respect to the details of the project, the board scope of work under this RFP envisages the following services (not exhaustive, may include other related services):

1. **FORMATION OF SECTION 8 COMPANY**
2. Selecting of an appropriate company name, in consultation with nasscom, under section 8 of Companies Act, 2013
3. Draft the MOA and AOA of the company in accordance with the provisions of the Companies Act, 2013 and rules made thereunder.
4. Assist in getting DSC and DIN numbers for the proposed Directors of the company.
5. Draft and filing of incorporation application with ROC along with all necessary documents and forms.
6. Apply for the PAN, TAN and GST number for the newly formed company.
7. Compliance requirements to be fulfilled by the newly formed company, including obtaining necessary registration and licenses.
8. **POST INCORPORATION-** 
   1. will assist in filing of various returns such as annual returns (Director’s Report in AOC – 4 and Annual Return MGT -7 , maintaining statutory registers, and compliance with other legal requirements. Appointing the first auditor of the company within 30 days of incorporation.
   2. Holding the first board meeting of the company within 30 days of incorporation.
   3. Maintaining statutory registers and records, such as the Register of Members, Register of Directors, Register of Charges, etc
   4. Validation of opening balances in books of separate legal entity
   5. Support nasscom team in restructuring of agreements executed between nasscom with assessment agencies and Govt organisations after decision of nasscom lawyers.
   6. Overseeing business transfer activities involved in transfer of assets, bank accounts.

**\*End of Document\***