

National Scheduled Castes Finance and Development Corporation (NSFDC),
14th Floor, Core 1 & 2, Laxmi Nagar, Delhi-110092

Notice for Inviting Tender

For selection of a Professional Agency for Preparation of Proposal for Re-Categorization of NSFDC (from Schedule C to Schedule B) and Formulation of Business Plan for NSFDC for next 5 years

Ref. No.

Dated: 26.12.2023

National Scheduled Castes Finance and Development Corporation (NSFDC), a Central Public Sector Enterprise, under the Ministry of Social Justice and Empowerment intends to invite proposals for Preparation of Proposal for Re-Categorization of NSFDC (from Schedule C to Schedule B) and formulation of Business plan for NSFDC for next 5 years as per Scope of Work mentioned in **Annexure-I**.

Registered companies as per the qualification criteria mentioned in the **Annexure-II** of the tender document, may kindly submit the proposal in the prescribed formats on or before the due date. The Tender Document can be downloaded directly from www.nsfdc.nic.in

Proposals should be addressed to "The Chairman - cum - Managing Director, National Scheduled Castes Finance and Development Corporation (NSFDC), 14th Floor, Core 1 & 2 Scope Minar, Laxmi Nagar, Delhi-110092 and **submitted by 1100 hrs on 16.01.2024** and proposals will be opened on **16.01.2024 at 1500 hrs**. All queries regarding the tender can be emailed to NSFDC on support-nsfdc@nic.in until **12.01.2024 by 1700 hrs**.

For any further announcements please visit NSFDC website: www.nsfdc.nic.in

The major terms and conditions are as follows:

1	Title of work	Preparation of proposal for Re-Categorization/ Schedule Change (<i>from Schedule C to B</i>) and formulation of Business plan for NSFDC for next 5 years
2	Proposals should be addressed to	The Chairman-cum- Managing Director, National Scheduled Castes Finance and Development Corporation (NSFDC), 14th Floor, Core 1 & 2 Scope Minar, Laxmi Nagar, Delhi-110092
3	Proposals should be submitted at	The Chairman-cum- Managing Director, National Scheduled Castes Finance and Development Corporation (NSFDC), 14th Floor, Core 1 & 2 Scope Minar, Laxmi Nagar, Delhi-110092
4	General Conditions	a. Agency shall specifically confirm their agreement on compliance to all paras as specified in tender and annexures including scope of work. Any non-compliance / deviation should be clearly mentioned para-wise. In this regard, a tender document duly signed & stamped by agency must be submitted. b. Conditional bids shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.

		<p>c. At any time prior to the last date of submission of bids NSFDC may for any reason whether at its own initiative or in response to a clarification requested by prospective agency/ agencies modify the enquiry by an amendment and will be binding on the agencies.</p> <p>b. NSFDC reserves the right to alter/ modify the scope of work mentioned in this enquiry letter at any stage of the bidding process.</p> <p>c. NSFDC does not bind itself to accept the bid and has the right to refuse any or all the bids without assigning any reason or select any bidder that is in the final evaluation list. NSFDC also reserves the right to re-issue the tender without bidders having the right to object against such re-issue. NSFDC also reserves the rights to extend the validity period.</p> <p>d. NSFDC reserves right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of bids. NSFDC also reserves the right to solicit additional information from agencies to evaluate which bid best meets the requirements as per scope of work. Additional information may include, but is not limited to, past performance records, or any other pertinent information.</p> <p>e. All information contained in this tender, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization/ person, including potential subcontractors, without prior written consent from NSFDC.</p> <p>f. Successful agency shall take out and maintain, at their own cost, insurance against the risk for envisaged work. On NSFDC's request the agency shall show that such insurance has been taken out and maintained.</p>
5.	Prices	<p>a. Prices should be in INR. Conditional proposals will not be accepted.</p> <p>b. The rates quoted by the successful bidder shall be applicable till completion of the work and no escalation of the rates, whatsoever the reason, will be allowed.</p> <p>c. The rates quoted by the bidders shall be valid for 180 days for acceptance of NSFDC from the date of opening of Financial Bid.</p>
6.	Tax Invoices	<p>a. The Tax Invoices shall be raised in the name of "NSFDC". The tax in the tax invoice should be shown separately. NSFDC GSTN: 07AABCN9791K1ZT</p>

7.	Delivery	<p>b. All the services shall be delivered to DGM (CS) at NSFDC, New Delhi.</p> <p>c. The successful bidder has to submit the requisite documents within 60 days from the date of award of the Work. The delay in satisfactory completion of work shall attract penalty as mentioned in the tender document.</p>
8.	e-Tender Portal Fee	<p>The bidders have to pay a non-refundable fee amounting to ₹ 1180- inclusive GST (Non- refundable) by way of Demand Draft / Pay Order of any Scheduled Bank drawn in favour of NSFDC payable at New Delhi, before submission of the proposal or along with proposal</p>
9.	Earnest Money Deposit	<p>a. The EMD (Earnest Money Deposit) needs to be deposited/submitted with tender document for an amount of ₹ 50,000/- by way of Demand Draft/Pay Order of any Scheduled Bank drawn in favour of NSFDC payable at New Delhi.</p> <p>b. The EMD shall be denominated in Indian Rupees only.</p> <p>c. Exemptions as per Existing Government Rules will be allowed. In this regard, the prospective bidders are required to submit the supporting documents: Copy of Relevant Valid Registration Certificates issued by the concerned Authorities/Departments.</p> <p>d. The EMD of unsuccessful bidder/s will be returned after acceptance of work order consequent to tender Process and submission of PBG (Performance Bank Guarantee) of requisite value by the successful bidder.</p> <p>e. The Bid/ Proposal submitted without Earnest Money Deposit, as mentioned above, will be summarily rejected without seeking any clarification from the bidder.</p> <p>f. No interest shall be paid on Earnest Money Deposit in any case</p> <p>g. The Earnest Money Deposit submitted by the bidder will be forfeited if:</p> <ol style="list-style-type: none"> i. Bidder withdraws its bid before opening of the bids. ii. Bidder withdraws its bid after opening of the bids but before Notification of Award. iii. Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee. iv. Bidder violates any of the provisions of the bid up to submission of Performance Bank Guarantee. v. Successfully get Lol/ Work Order to the basis of submission of wrong information. vi. In case any of the information/ declaration furnished by the bidder found to be wrong or any material information is not disclosed by bidder. vii. Selected Bidder fails to accept the order within five days from the date of receipt of the order. However, NSFDC/ Client reserve its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

10.	Payment Schedule	<ul style="list-style-type: none"> a. All payment will be released after satisfactory completion of the milestones. b. Payment will be made on the basis of the actual quantities executed. c. All deductions on account of income tax as per prevailing law shall be made from payments. d. Any penalty imposed by NSFDC shall be acceptable to the bidder and shall be deducted from the payment due. e. All Payments to be made in INR only and subject to liquidated damages and taxes, duties, penalties as applicable, if any f. Payment Schedule for Work related to Preparation of proposal for Re- Categorization/ Schedule Change (from Schedule C to B) <ul style="list-style-type: none"> i) 25% of contract value post Submission of Work Plan ii) 15% of contract value post Submission of 1st Draft to NSFDC as per Scope of Work iii) 15% of contract value after approval of Final Proposal at NSFDC, as per the Scope iv) 20% of contract value after Acceptance of Proposal at Administrative Ministry v) 25% of contract value after Entrustment of Schedule B to NSFDC. g. Payment Schedule for Work related to formulation of Business plan for NSFDC for next 5 years <ul style="list-style-type: none"> i) 20% of contract value after Submission of Work Plan ii) 20% of contract value post report for internal discussion and identification of possible business expansion areas. iii) 30% of contract value after submission of Draft Report – NSFDC’s Vision 2028: Corporate Planning iv) 30% of total contract value after submission of Final Report
11.	Penalty	<p>Time schedule for the completion of the work should be strictly adhered to by the successful bidder. If work is not completed according to the scope of work, within the stipulated period, penalty will be imposed @ 2% of the value of work for every week or part of week, subject of maximum ceiling of 10% and after 6 weeks from scheduled completion of work, the work will be cancelled and services will be obtained from alternate sources at the risk and cost of the defaulting agency.</p>

12.	Dispute Resolution	<p>a. In case of any dispute arising out in relation between the parties, the matter will be referred to the Arbitrator appointed by CMD NSFDC whose decision will be final and binding on both the parties</p> <p>b. No party shall go to the court without exhausting the arbitration channel.</p> <p>c. The jurisdiction of the dispute after failing in Arbitration shall be New Delhi.</p> <p>d. Any dispute between the firm and its employees will be resolved by the agency itself without involvement of the NSFDC in any manner</p>
13.	Force majeure	<p>a. The Selected Bidder shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure</p> <p>b. For Purposes of this Clause, "Force Majeure" means an event beyond the control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics and quarantine restrictions.</p> <p>c. If a Force Majeure situation arises, the Selected Bidder shall promptly notify NSFDC in writing of such conditions and the cause thereof. Unless otherwise directed by NSFDC in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all prevented by the Force Majeure event. Upon receipt of Force Majeure situation from successful bidder, NSFDC shall plan for alternatives for successful implementation of the project in Consultation with the Agency.</p>
14.	Submission of Proposal	<p>a. The bidders shall submit their offers strictly in accordance with the Terms & Conditions of the tender document. Any bid that stipulates conditions contrary to the conditions given in the tender document stands disqualified.</p> <p>b. Each bidder must submit the proposal/ responses/ documents in the 2 covers as mentioned below: Cover-1 Technical Cover: Should contain the following documents but not limited to:</p> <ol style="list-style-type: none"> i. Proposal Submission Letter as per Appendix-A ii. Signed copy of the enquiry letter iii. Compliance Statement to the scope of work mentioned in Annexure-I iv. Compliance Statement as per Annexure-II v. Indemnity Bond as per Appendix-B vi. Profile of the Agency as per Appendix-C viii. Undertakings as per Appendix-D

		<p>ix. Complete Information as per Appendix-E and F</p> <p>x. EMD</p> <p>Cover-2 Financial Cover: Should contain only the financial proposal as per Annexure-III</p>
15.	Proposal Opening and Evaluation	<p>a. The evaluation of the proposals will be done by the evaluation committee.</p> <p>b. Technical Opening & Evaluation (Cover-1): The covers containing technical bid will be opened, on 20.12.2023 the first instance and will be checked for the requisite documents/ compliances as per eligibility compliance statement. Failing to meet the eligibility conditions mentioned in Annexure-II, should lead to rejection of the Proposal and Bidder.</p> <p>c. Bidders will be required to give a presentation of their understanding of scope of work for Preparation of proposal for Re-Categorization/ Schedule Change (from Schedule C to B) and formulation of Business plan for NSFDC for next 5 years before the evaluation committee.</p> <p>d. Financial Opening (Cover2): The second cover containing the financial bids will be opened subsequently only for the bidders who will qualify in technical evaluation. Failing to qualify in Technical Evaluation shall lead to technical rejection of the Proposal and Bidder.</p>
16.	Selection of the Successful bidder/ agency	<p>a. Selection procedure will be on the basis of Price Based System – Least Cost Selection.</p> <p>b. The total amount quoted by the bidder, for the envisaged scope of work, will be considered for selection process.</p> <p>a. The Lol/ work order will be issued to the bidder who has quoted the lowest price for Preparation of Proposal for Re- Categorization/Schedule Change (from Schedule C to B) and formulation of Business plan for NSFDC for next 5 years.</p>

Sd/-

Chief General Manager (Fin.) / CS

Scope of Work for Preparation of proposal for Re-Categorization/ Schedule Change (from Schedule C to B) and formulation of Business plan for NSFDC for next 5 years

1. Scope of Work

NSFDC is inviting Bids/ Proposals for **Preparation of proposal for Re-Categorization/ Schedule Change (from Schedule C to B) and formulation of Business plan for NSFDC for next 5 years**. Interested bidders who have experience as per the qualification criteria may submit the Bids/ Proposals for the work.

- a) Drafting of a compelling proposal as per the format specified by the Department of Public Enterprises (DPE) for the purpose of Re-Categorization/ Schedule Change and preparing the justification for the Re-Categorization/ Schedule Change of NSFDC from Schedule C to B, complete in all aspects with requisite documentation by including the impact of major business developments on NSFDC.
- b) Formulation of Business Plan for NSFDC for next 5 years, which is an essential part of schedule change documentation.
- c) Opportunity identification and selection for business plan.**
- d) Necessary presentation to be made to the Administrative Ministry.
- e) Assisting NSFDC and its Board in replying to the queries that may get generated during the course of Re-Categorization/ Schedule Change proposal consideration; by its Administrative Ministry and/ or DPE.

Annexure-II

Qualification Criteria for the Bidders – Cover-1

S. No.	Evaluation Criteria	Documents to be submitted	Compliance
1	Legal Capacity of the Bidder		
	i. The Bidder should be a company registered under Companies Act, 1956 or Companies Act 2013.	Certificate of Incorporation of Company AND Signed Form as per Appendix-D	
	ii. The bidder should have been in existence for at-least 5 (five) completed financial years.		
	iii. The bidder should not have been blacklisted by any PSU or Government body.		Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary as per Appendix-D
2	Financial Capacity of the Bidder		
	The bidder should have an average minimum turnover of ₹ 50 (Fifty) Lakh in the last three financial years of 2019- 20, 2020-21 & 2021-22;	Copies of the audited Balance Sheets and Profit & Loss Account duly audited by the statutory auditor AND Signed Form as per Appendix-E	
	The net worth of the bidder, as on 31.03.2022 should be positive		
3	Technical Capacity of the Bidder		
	The bidder should have at-least 5 (Five) assignments Completed or On-Going for categorization/ re-Categorization / status change, similar in nature for CPSEs in the past 5 (Five) financial years.	Copy of Invoices/ work orders/ agreement copies/ Purchase Order of any assignment executed in the last 5 (Five) financial years or bid completion certificate from clients. AND Signed Form as per Appendix-F	
	The bidder should have at least 3 (three) completed or on-going assignments w.r.t the development of Corporate Plan for PSUs (Public Sector Undertakings) with a minimum turnover of ₹ 1500 Crores.		

Financial Bid Format – Cover-2

[Financial details to be submitted and uploaded under Cover 2]

To,

The Chairman- cum- Managing Director,
National Scheduled Castes Finance and Development Corporation
14th Floor, Core 1 & 2 Scope Minar,
Laxmi Nagar,
Delhi-110092

Dear Sir,

We, the undersigned on behalf of <name of the agency>, wish to submit our offer <title of project> in accordance with your tender <tender reference> dated <insert Date>.

We are hereby submitting our Financial Proposal.

S. No.	Particulars	Qty/ Unit	Unit Rate (in ₹)	Tax Rate (in %age)	Tax Amount	Total Amount
A	B	C	D	E	F	G
1	Total cost for Preparation of proposal for Re-Categorization/ Schedule Change (from Schedule C to B)	1 Job				
2	Total cost for formulation of Business plan for NSFDC for next 5 years	1 Job				
Total Cost (including GST)						

The financial bid for the services as envisaged in the tender document:

Rs..... (in numerals) (including GST)

Rs..... (in words) (including GST)

We undertake, if our Proposal is accepted, to start the services with immediate effect or as stipulated in the Lol/ WO.

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

Yours Sincerely,

Signature: Name:

Designation:

Organisation:

Seal:

Date: -

To,

Proposal Submission Letter
[On Bidder's Letter Head]

The Chairman- cum- Managing Director,
National Scheduled Castes Finance and Development Corporation
14th Floor, Core 1 & 2 Scope Minar,
Laxmi Nagar,
Delhi-110092

Subject: Submission of the Proposal for <inset Tender Name><Tender No.>

Dear Sir,

1. We, the undersigned, offer to provide services to NSFDC with reference to your tender dated and our Proposal. We are hereby submitting our un-conditional proposal under the following covers:
 - i. Cover 1: Technical Bid
 - ii. Cover 2: Financial Bid
2. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
3. We shall make available to NSFDC any additional information it may find necessary or require to supplement or authenticate the Bid.
4. We acknowledge the right of NSFDC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises.
6. We declare that:
 - a. All the information and statements made in this proposal are true & correct and accept that any misinterpretation contained in it may lead to our disqualification.
 - b. We confirm to each and every clause of the tender document and shall abide by all the terms and conditions of all the volumes of this tender document. We would hold the terms of our proposal valid for the number of days as stipulated in the tender document.
 - c. We have examined and have no reservations to the tender Document, including any Amendment/ Addendum issued by NSFDC.
 - d. We do not have any conflict of interest in accordance the tender document;
 - e. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with NSFDC or any other public sector enterprise or any government, Central or State; and

- f. We hereby certify that we have taken steps to ensure that in conformity with the provisions of tender, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the tender document.
 8. We declare that we are not a member of any other firm submitting a Proposal for the assignment.
 9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 11. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
 12. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate NSFDC of the same immediately.
 13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NSFDC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.
 14. We have studied the entire tender document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by NSFDC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of work.
 15. The amount has been quoted by us after taking into consideration all terms and conditions stated in the tender and in general required to complete the envisaged work.
 16. We agree and understand that the Proposal is subject to the provisions of the tender document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
 17. We agree and undertake to abide by all the terms and conditions of the tender document. In witness thereof, we submit this Proposal under and in accordance with the terms of the tender document.

Yours sincerely,
(Authorized Signatory)
Signature:
Name:
Designation:
Address:
Seal:
Date:

Indemnity Bond

[To be executed by Bidder on the Stamp Paper of Rs.100/-]

1. _____ (Name & address of the bidder)_____indemnify NSFDC against all third-party claims of infringement of patent, copyright of the content, trademark or industrial design rights arising from use of the supplied services/ software/ hardware/ manpower etc. and related services or any part thereof.
2. _____ (Name & address of the bidder)_____indemnify NSFDC from any claims that the hired manpower/ bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the contract.
3. _____ (Name & address of the bidder)_____indemnify NSFDC from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ bidder's manpower while discharging their duty towards fulfilment of the contract.

(Authorised Signatory)

Signature:

Witness:

1.

2.

Name:

Designation:

Address:

Seal:

Date

Profile of the Bidder [As per Sheet Attached]

Bidder need to fill in the details (with supporting documents attached)

1	Name of Bidder	
2	Type of firm	Please submit the copy of Registration Certificate]
3	Address of correspondence	
4	Year of establishment	
5	Permanent Account Number (PAN) of the Bidder	[Please submit the copy of PAN]
6	GSTN Registration No. of the Bidder	[Please submit the copy of GSTN]
7	EPF Registration Certificate, if applicable	[Please submit the copy of certificate]
8	ESIC Registration Certificate, if applicable	[Please submit the copy of certificate]
9	Status of Income Tax Return of Last 3 years	[Please submit the copy of acknowledgement of Income Tax Return]
	FY 2019 - 20	
	FY 2020 - 21	
	FY 2021 - 22	
10	Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies	
11	Status and details of disputes/ litigation/ arbitration, if any.	
12	Name, Designation, Contact Details and address of the officer to whom all references shall be made regarding this tender	
13	Name, Designation, Contact Details and address details of Authorized signatory in reference to this tender	

Note: Above required documents are mandatory for evaluation of the proposals.

In case of non-submission of the documents, proposals may be rejected.

(Authorized Signatory)

Name:

Designation:

Date:

Undertaking

[Undertaking on a non-judicial stamp paper of ₹ 100/- certified by Notary]

UNDERTAKING

<Name of Bidder> has not been blacklisted by any of the Central Government or State Government or any organisation under Central/ State Government or any Statutory Authority, or any Public-Sector Undertaking.

<Name of Bidder> has not been found guilty of any criminal offence by any court of law in India or abroad.

<Name of Bidder>, its directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statement or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of the procurement process or have not been otherwise disqualified pursuant to debarment proceedings.

Financial Strength of the Bidder

[As per Sheet Attached]

S. No.	Last 3 Financial Year	Net-worth Status (Positive/Negative)	Whether Profitable (Yes/ No)	Annual Profit After Tax (in INR)	Annual Turnover (from the same line of business) (in INR)
1	FY 19-20				
2	FY 20-21				
3	FY 21-22				
4	FY 22-23				

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Details of past Work Experience in last five financial years

[As per Sheet Attached]

A. List of completed/ on-going projects

S. No.	Client Name	Work Order Reference No.	Date of WO	Date of Completion	Scope of Work	Amount of Work Order in INR	Type of documentary proof Submitted

(Note: Copies of work orders OR engagement letters OR contracts OR performance certificates from the customers)

(Authorized Signatory) Signature:

Name:

Designation:

Address:

Seal:

Date: