



Request for Proposal
“Programmes such as
Workshops/Seminars/Webinars,etc.
in various areas of Law.”

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Foreword

The Request for Proposals (RFP), for selection of consultants to provide Consultancy Services, for 'Programmes such as Workshops/Seminars/Webinars,etc. in various areas of Law' has been prepared by LBSNAA.

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SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Letter

This Section is a letter for a Request for Proposals for inviting Consultants to submit a proposal for a consulting assignment for Programmes such as Workshops/Seminars/Webinars, etc. in various areas of Law.

Section 2: Instructions to Consultants

This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

Section 3: Technical Proposal – Standard Forms

This Section includes the standard forms to be completed by the consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the consultants, including the consultants' costing of their technical proposals, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Terms of Reference (ToRs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables.

Section 6: Standard Forms of Contract

This Section includes standard contract form(s).

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Procurement of:

Consultant for Programmes such as
Workshops/Seminars/Webinars,etc. in various areas of Law

RFP No: A-50/1/2023-FAC

Issued on: 19.04.2023

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PART I

Section 1. Request for Proposal Invite

Name of Assignment: Consultant for Programmes such as Workshops/ Seminars/ Webinars, etc. in various areas of Law

RFP Reference No.: A-50/1/2023-FAC

Date: 19/04/2023

1. The LBSNAA invites proposals to provide the following consulting services (hereinafter called "Services"): *consultant for Programmes such as Workshops/Seminars/Webinars, etc. in various areas of Law*. More details on the Services are provided in the Terms of Reference (Section 5).
2. The Consultant will be selected under QCBS procedures and in a format as described in this RFP,

The RFP includes the following documents:

Section 1 – Request for Proposal

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal

Section 4 - Financial Proposal

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

3. Details on the proposal's submission date, time and address are provided in the RFP.
4. Mailing Address shall be "The Deputy Director (Sr.), I/c- Training Research Publication Cell (TRPC), Lal Bahadur Shastri National Academy of Administration, PO: Mussoorie, Dist: Dehradun, Uttarakhand- 248179".



(Ms. Anandhi),

Deputy Director (Sr.)

I/c-National Center for Law and Administration

Lal Bahadur Shastri National Academy of Administration

LBSNAA, PO: Mussoorie, Dist: Dehradun, Uttarakhand- 248179

Ph: 0135-2222000 (2114 Extn.)

Email: ncla.lbsnaa@gmail.com

Section 2. Instructions to Consultants

Instructions to Consultants

A. General Provisions

1. Introduction:

- 1.1 LBSNAA intends to select a company/ firm/ partnership firm/ party, hereinafter referred to as 'Consultant' from those received in response to the Request for Proposals (RFP), in accordance with the **QCBS** method of selection.
- 1.2 The interested consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment. The Proposal will be the basis for awarding the Contract to the selected Consultant.
- 1.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals.
- 1.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant data, and information required for the preparation of the Consultant's Proposal.

2. Conflict of Interest

- 2.1 The Consultant is required to provide professional, objective, and impartial advice and other services as listed below, at all times holding the LBSNAA interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 2.2 The Consultant has an obligation to disclose to LBSNAA any situation of actual or potential conflict that impacts its capacity to serve the best interest of its LBSNAA. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3. Preparation of Proposals

- 3.1 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.
- 3.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and LBSNAA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The LBSNAA 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.
- 3.3 Proposals shall remain valid until three months (90 days) or any extended date if amended by LBSNAA.
- 3.4 During this period, the Consultant shall maintain its original Proposal without any change, the proposed rates and the total price.
- 3.5 The Consultant shall not subcontract part or the whole of the Services.

4. Submission of Proposal – Timeline

Particulars	Timeline
Publishing RFP to Consultants	19.04.2023
Queries / Clarification to be sought by Consultants	24.04.2023 till 1600 hrs.
Response / Amendments by LBSNAA	28.04.2023 till 1700 hrs.
Last Date for submission of Response by Consultant/ Firm	10.05.2023 till 1600 hrs.
Opening of Technical Proposals	11.05.2023 at 1100 hrs.
Opening of Financial Proposals	15.05.2023 at 1100 hrs.
Award of Contract	26.05.2023
Commencement of Services	01.06.2023

5. Clarification and Amendment of RFP

- 5.1 The Consultant may request a clarification of any part of the RFP until 24.04.2023 (Date) before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means to LBSNAA. The LBSNAA will respond in writing, or by standard electronic means (ncla.lbsnaa@gmail.com), and shall publish the same on CPPP and Academy website.
- 5.2 At any time before the proposal submission deadline, LBSNAA may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be published on CPPP and Academy website (www.lbsnaa.gov.in).
- 5.3 If the amendment is substantial, the Client may extend the proposal submission deadline to give the interested Consultants reasonable time to take an amendment into account in their Proposals.
- 5.4 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.

6. Technical Proposal Format and Content

- 6.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the required documents listed in Section 3. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

7. Financial Proposal

- 7.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP.

8. Submission of Proposal:

- 8.1 The Technical Proposal shall be placed inside a sealed envelope clearly marked **“TECHNICAL PROPOSAL”**, **“[Request for Proposals (RFP), for selection of consultants to provide Consultancy Services, for 'Programmes such as Workshops/Seminars/Webinars,etc. in various areas of Law']”**, **[A-50/1/2023-FAC]**, **[Name and Address of the Consultant]**, and with a warning **“DO NOT OPEN UNTIL 10.05.2023 AT 1600 HOURS”**

- 8.2 Similarly, the Financial Proposal shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[**Name of the Assignment**], [**file number- A-50/1/2023-FAC**], [**Name and Address of the Consultant**]”, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 8.3 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the LBSNAA and bear the submission address, RFP reference/file number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline].”
- 8.4 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.
- 8.5 The Proposal must be sent through Speed post, or Courier or submitted by hand in the tender box placed at Valeridge Reception, Main Gate, LBSNAA.

Deputy Director (Sr.)

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Lal Bahadur Shastri National Academy of Administration
Mussoorie, Dist: Dehradun, Uttarakhand- 248179
Email: ncla.lbsnaa@gmail.com

- 8.6 The proposal shall be received by LBSNAA no later than the deadline indicated in the RFP Para: 5 above, or any extension to this deadline. Any Proposal or its modification received by LBSNAA after the deadline shall be declared late and rejected, and promptly returned unopened.

9. Proposals Evaluation

- 9.1 The 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). The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with LBSNAA until they are opened in accordance with subsequent provisions of RFP.
- 9.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant/ firm (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.
- 9.3 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 **TOR**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to specifications given in this RFP or if it fails to achieve the minimum technical score indicated in the **TOR**.

10. Public Opening of Financial Proposals

- 10.1 After the technical evaluation is completed, LBSNAA shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score.
- 10.2 LBSNAA shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score and notify that their Financial Proposal will be opened at the public opening of Financial Proposals; and notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.
- 10.3 The Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant's choice.
- 10.4 The Financial Proposals shall be opened publicly by the LBSNAA evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. At the opening, the names of the Consultants, and the overall technical scores, 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.
- 10.5 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties.
- 10.6 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 **TOR**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be selected for awarding the contract.

11. Award of Contract:

- 11.1 The invited Consultant shall confirm the availability as mentioned in the Proposal, Failure to confirm the availability may result in the rejection of the Consultant's Proposal and LBSNAA proceeding to appoint the Contract with the next-ranked Consultant.
- 11.2 The Contract shall be signed prior to the expiry date of the Proposal validity or any extension thereof.
- 11.3 The Consultant/ firm is expected to commence the assignment from 01.06.2023 (Monday).

13. Performance Bank Guarantee

Performance Bank Guarantee equivalent to 5% of the discovered price, which will be calculated on the basis of number of expected workshops/ participants and rate quoted by vendor; to be provided in a financial year, shall be deposited with LBSNAA which shall be held for a period of 60 days after completion of work.

Section 3. Technical Proposal –Forms

Checklist of Required Forms

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH-2	Consultant's Experience
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment

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

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TECHNICAL PROPOSAL SUBMISSION FORM

{Location, 11.05.2023}

To: *[Name and address of Client]*

Dear Sirs:

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert date]*.
- (c) We have no conflict of interest.
- (d) We meet the eligibility requirements as stated in TOR.
- (e) 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 RFP.

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

We remain,

Yours sincerely,

Signature of Consultant {In full and initials}:

Name of Consultant

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

TECHNICAL PROPOSAL SUBMISSION FORM
Consultant's Experience

#	Particulars (Attach relevant proof in support)	Response
1	Date of Incorporation/registration	
2.	Particulars of your organisation (Brief description of the activities undertaken by your organisation)	
3	Experience in practical legal education through workshops/seminars other than university based regular law courses (No. of Years)	
4	Annual turnover (supported with documentary proof of CA certificate)	
5	Work experience in consulting with other institutions (give details and number of institutions, nature and subject of consultancy supported with documentary proof to substantiate)	
	Experience in conducting workshops etc. (give no. of workshops, seminars, webinars, etc. successfully executed supported with documentary proof to substantiate)	
6.	Awards/ Honours for exemplary work in the Domain (supported with documentary proof to substantiate)	
7.	No. of eligible instructors on panel/ onboard with the consultant (partners in law firms, standing counsels for any State or central govt, retired AGs, SGs, AAGs, retired judges of High Courts and Supreme Court only, supported with self certification)	
8.	No. of collaborations with legal research platforms and law schools/ colleges (supported with documentary proof to substantiate)	
9.	GST & PAN number	

FORM TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-3: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology.

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output;
- b) **Work Plan and documentation based on a given topic (for evaluation purposes only)** {Please outline the plan for the implementation and documentation (summary of major learnings/ outputs of the workshop) of a 3 days workshop on Service Laws in India. The work plan may include, content, speakers, timings, reading materials, etc. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

The Consultant will be required to make a presentation of 10 minutes duration on the work plan for Workshop on Service Laws ((b) above) before a Committee constituted by LBSNAA as a part of the technical evaluation as mentioned in the Terms of Reference below.

Section 4. Financial Proposal

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

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FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, 15.05.2023}

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 Financial Proposal shall be valid and remain binding upon us for the period of time specified in the RFP.

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

We remain,

Yours sincerely,

Signature of Consultant {In full and initials}:

Name of Consultant

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

Form FIN-2 Summary of Costs

S.No.	Item	Cost per participant (in Rupees)*
1.	Cost of the Financial Proposal per participant per workshop (offline mode)	
2.	Cost of the Financial Proposal per person per workshop (online mode)	
3.	<u>Average Cost of the Financial Proposal**:</u> {average of s.no. 1 and 2 above}	

*THE OFFICE WORK SPACE, INTERNET/ PRINTING/ STATIONERY FACILITIES AS REQUIRED FOR CONDUCTING CONSULTANCY ASSIGNMENT ALONG WITH BOARDING, LODGING & TRAVEL FOR SPEAKERS, PARTICIPANTS AND UPTO 3 ORGANISERS SHALL BE PROVIDED BY LBSNAA {TOR 7(B)}

** THE QUOTED COST OF FINANCIAL PROPOSAL SHOULD EXCLUDE GST AND OTHER TAXES/ DUTIES/ CESS ETC. HOWEVER, THE INDIVIDUAL CONSULTANT SHALL BEAR ALL THE TAXES, LEVIES, CESS (INCLUDING GST) APPLICABLE TO HER/ HIM AS PER EXTANT RULES AND REGULATIONS. TAXES/ LEVIES/ DUTIES DEDUCTIBLE AT SOURCE SHALL BE DEDUCTED WHILE MAKING MONTHLY PAYMENTS, AS PER EXTANT RULES

Section 5. Terms of Reference

Terms of Reference (ToR):

1. **Description of Assignment:** Requirement of consultancy for curating comprehensive and structured programmes as per the requirements of LBSNAA from time to time in the contractual period. These programmes will largely take the form of Workshops, Seminars, Webinars, Facebook Lives, etc. in both online and offline formats.
2. **Procuring Entity's Organisation Background:** The Lal Bahadur Shastri National Academy of Administration (LBSNAA), Mussoorie hosts the National Centre for Law and Administration which, inter alia, aims to conduct legal education workshops for the entire civil service ecosystem of the country. These workshops are decided based on the demand and requirements raised from time to time.
3. **Assignment Background:** For effective delivery of workshops in different areas of law, it is necessary to curate content as per the latest developments in these fields and to tap into the best and most competent resource persons for the same. In this background, the consultant shall connect with relevant law firms, experts and other entities to curate the content and bring the best in the field for its delivery in these workshops/ seminars, etc.

The venue for the offline workshops shall be provided by LBSNAA. The office work space, internet/printing/ stationery, travel & lodging for speakers, participants and upto 3 organisers and logistical facilities required for smooth conduct of the workshops/seminars shall be provided by the LBSNAA. In case of online programmes, the online link for participation will be provided by LBSNAA and this will be used by speakers and organisers to join from their respective locations.

Payment shall be based on a minimum of 30 participants per (online/offline) programme, upon successful completion of each programme/workshop/seminar, etc. LBSNAA reserves the right to cancel any programme at any time and no payment will be made for any canceled programme/workshops/ seminars/etc.

4. The Consultant will be selected through QCBS Method.
(A) The Technical Qualification Criteria and the marks assigned are as under:

Sl.No.	Criteria	Range	Marks
1	Experience in practical legal education through workshops/seminars other than university based regular law courses (No. of Years)	Above 10 years	15
		5 to 10 years	10
		Less than 5 years	5
2	Work experience in consulting with other institutions (number of institutions)	Above 10	15
		1 to 10	10
		0	0

Sl.No.	Criteria	Range	Marks
3	Experience in conducting workshops etc. (give no. of workshops, seminars, webinars, etc. successfully executed supported with documentary proof to substantiate)	Above 10	15
		1 to 10	10
		0	0
4	Awards/ Honours for exemplary work in the Domain.	2 marks per award, subject to a ceiling of 10 marks	0 to 10
5	No. of eligible instructors on panel/ onboard with the consultant (partners in law firms, standing counsels for any State or central govt, retired AGs, SGs, AAGs, retired judges of High Courts and Supreme Court only)	2 marks per eligible instructor, subject to a ceiling of 10 marks	0 to 10
6	No. of collaborations with legal research platforms and law schools/ colleges	Above 10	15
		1 to 10	10
		0	0
7	Presentation of 10 minutes duration on the work plan for Workshop on Service Laws	-	20

Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent). Proposal with the lowest cost will be given a financial score of 100 (Hundred) and other proposals will be given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract. In the event two or more bids have the same score in the final ranking, the bid with the highest technical score will be H-1.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = (C_{low}/C) * X + (T/T_{High})(1-X)$$

Where, C_{low} is evaluated cost of lowest Cost Bid,

C is Cost of lowest cost bid

T is Technical Score awarded to the Bid

T_High is the Technical Score achieved by the Bid that was scored best among all responsive Bids weightage for the Price as specified in the BDS.

X = weightage for the Price as specified in the BDS

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

Example:

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

As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 (Seventy five) and the weightage of the technical bids and financial bids was kept as 70: 30

(Seventy: Thirty). In response to the RfP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under:

A: 75 Marks

B: 80 Marks

C: 90 Marks

The minimum qualifying marks were 75 (Seventy five) thus, all the three proposals were found technically suitable. Using the formula T/T_high , the following technical points are awarded by the evaluation committee:

A: $75/90 = 83$ points

B: $80/90 = 89$ points

C: $90/90 = 100$ points

The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A: Rs.120.

B: Rs.100.

C: Rs.110.

Using the formula C_low/C , the committee gave them the following points for financial proposals:

A: $100/120 = 83$ points

B: $100/100 = 100$ points

C: $100/110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $83 \times 0.30 + 83 \times 0.70 = 83$ points.

Proposal B: $100 \times 0.30 + 89 \times 0.70 = 92.3$ points

Proposal C: $91 \times 0.30 + 100 \times 0.70 = 97.3$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 83 points: H-3

Proposal B: 92.3 points: H-2

Proposal C: 97.3 points: H-1

Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

4. Statement of Purpose/Objectives:

The Consultant shall be required to -

- Curate content for online and offline programmes/workshops/seminars/etc. that is integrated and responds to the levels and need of the participants to deal with their profiles & delivery in consultation with and approval of LBSNAA;
- Identify and build a database of resource persons and partner organizations for curating and delivering the programmes/workshops/seminars/etc in consultation with and approval of LBSNAA;

5. Timelines: The list and tentative dates of programmes to be conducted in the contract period will be shared with the consultant, which may be amended from time to time and may require conduct of some programmes on short notice.

6. Length and Duration of assignments: 1 year

Section 6: Standard Form of Contract

Consultancy Agreement

THIS AGREEMENT made this day of 20..... between Lal Bahadur Shastri National Academy of Administration (LBSNAA) having its Office at (hereinafter referred to as 'LBSNAA') of the ONE PART and Messrs....., with its registered address at..... which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assignees (hereinafter referred to as 'the Consultant') of the OTHER PART:

WHEREAS the LBSNAA hosts the National Centre for Law and Administration, which is engaged in the Training related activities for civil servants and is carrying on its activities in India; AND WHEREAS the LBSNAA, as part of its activity, has decided to hire a consultant for providing inputs to conduct programmes/workshops/seminars/webinar etc. in various areas of law;

AND WHEREAS the LBSNAA requires the expert services of a person having the experience in curating and conducting such legal education activities; LBSNAA has invited proposals from Consultants vide RFP no. _____ dated _____ from consultants and has shortlisted M/s _____ based on criteria prescribed in RFP.

AND WHEREAS the Consultant has the requisite expertise and experience in this area of legal education consultancy and has offered its services to LBSNAA on a principal to principal basis;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. APPOINTMENT

1.1. The LBSNAA hereby appoints the Consultant to render Consultancy Services and the Consultant hereby accepts the same upon the terms and conditions hereinafter set forth.

2. CONSULTANCY SERVICES

2.1 The Consultant shall provide necessary services to LBSNAA in conducting programmes/workshops/seminars/webinars etc. in accordance with the directions and requirements of LBSNAA. "Services" shall mean the obligations, duties and services to be provided by Consultant under this Agreement as described in an attached Statement of Work in Annexure A which is attached hereto and made part of this Agreement.

2.2 This power of supervision shall include the right to make suggestions or recommendations. In addition, LBSNAA shall be entitled to exercise a broad general power of supervision and control over the results of the work performed by the Consultant, make recommendations as to the content, speakers and other details in the execution of the programmes/workshops/seminars/etc.

2. **TERM**

The services to be provided under this Agreement shall be for a period of 12 months commencing with effect from and shall continue in force upto unless a notice of termination is given by either party as per clause 5 hereunder.

The parties may extend the Consulting Period for up to an additional six (6) months Extension by Mutual Agreement. The parties may extend the Consulting Period for up to an additional three (3) months (through and including September 30, 2024) by mutual agreement. by mutual agreement.

4. **FEES/EXPENSES.**

4.1 In consideration of the services to be rendered, the Consultant shall receive consultation fees of (Rupees) per participant per workshop, within 30 days of receiving the final invoice by LBSNAA, subject to satisfactory completion of each programme/workshop/seminar/etc. as per timelines prescribed by LBSNAA, for the term of the Agreement from to

4.2 No request for making advance payment on any ground shall be entertained by LBSNAA.

4.3 All payments shall be subject to deduction of tax at source and any other taxes as in accordance with Indian law. Consultant must submit details of PAN (Permanent Account Number) and GST number.

5. **TERMINATION.**

5.1 Either party shall have the right to terminate this Agreement by giving written notice of termination to the other by registered post on the address given hereinabove. The Agreement shall terminate on the 21st day after such notice of termination.

5.2 The Consultant shall return all documents including papers, memoranda, notes, programmes, data and all copies thereof including any electronic record containing any business and technical information disclosed to the Consultant by LBSNAA or in any manner procured, received by the Consultant during his term of appointment with LBSNAA.

5.3 Upon the termination of this Agreement for any reason whatsoever all amounts due and payable to the Consultant/ firm shall be paid within 30 days from the date of termination of this Agreement.

6. **CONFLICT OF INTEREST**

LBSNAA requires that the Consultant provides professional, objective and impartial service and at all times holding the interest of LBSNAA paramount, strictly avoiding conflicts with other assignments/ jobs or their own corporate interests.

7. **CONFIDENTIALITY.**

The Consultant shall keep confidential all information, material, photos, etc. provided to it by LBSNAA or acquired by it as a part of the performance of its obligations, excepting only such information as is already generally known to the public and that he shall not release, use or disclose the same except with the prior written permission of LBSNAA or if required by law or an order from court. However, the Consultant

will be entitled to divulge the information to those who are directly concerned or as may be necessary in order to obtain certain information necessary for the performance of his obligations.

8. APPROVALS

8.1 The Consultant shall seek advance approval of all topics, sub-topics, cases, activities, speakers, reading material, etc. from the nodal officer appointed by LBSNAA from time to time for each workshop/seminar/etc. and shall not proceed further with any work until approval from such nodal officer is received.

8.2 The Consultant shall not use/ reproduce/ advertise/etc. any of the content, activities, photos, videos, logos of LBSNAA and / or its associated Centres/ bodies/ institutions except with prior permission and approval from the nodal officer mentioned in clause 8.1.

8.3 Both LBSNAA and the Consultant shall communicate to each other the names of the officials authorized to grant approvals / represent the Consultant for all its interaction with LBSNAA.

9. Intellectual Property Rights

9.1 LBSNAA shall have the exclusive rights to record and reproduce the activities undertaken as a part of the workshops/seminars/webinars etc. as per the statement of work at Annexure A, for subsequent training purposes.

9.2 No service covered under this Contract shall be sold or used by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien.

9.3 The Consultant shall indemnify LBSNAA from all actions, cost claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and/or of actual or alleged infringement of intellectual property rights of any other party. LBSNAA shall be defended in the defense of any proceedings which may be brought in such connection at the expenses of the Consultant.

10 Waiver

The failure of either party at any time to enforce any provisions of this Agreement, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches.

11. Notices

Any notice or notices under this agreement shall be deemed to be properly served, if they are sent to the addresses mentioned hereinabove by courier service or registered mail.

12. Severability

If for any reason, whatsoever, any provisions of this Agreement is or becomes invalid, illegal or unenforceable or is so declared by any court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will

negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid unenforceable or illegal provisions, as nearly as is practicable.

13. Indemnity

The Consultant shall indemnify and keep LBSNAA indemnified from and against all claims, suits and demands due to injury to or death of any person and/ or loss or damage caused or suffered to property under or belonging to LBSNAA, its agents or employees or third party as a result of any act done or omitted to be done by the Consultant or as a result on the part of Consultant to perform any of its obligations under this agreement or on the failure of the Consultant to perform any of its duties and/or obligations including good industry practices.

14. Assignments

The Consultant shall not assign the project to any other agency, in whole or in part to perform its obligation under the Contract, without LBSNAA'S authorized representative's prior written consent.

15. RELATIONSHIP BETWEEN LBSNAA AND THE CONSULTANT.

The Consultant is an independent contractor and is not an agent or employee of LBSNAA and is not authorised to act on behalf of LBSNAA. The relationship between the LBSNAA and the Consultant shall constitute only a fee for service basis, and not a legal partnership.

16. DISPUTE RESOLUTION

Any disputes, differences, controversy arising relating to the interpretation of this Agreement shall be subject to the jurisdiction of Dehradun Courts only.

17. JURISDICTION AND APPLICABLE LAW

This Agreement and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with this Agreement shall be determined in accordance with the laws of India.

18. PERFORMANCE BANK GUARANTEE

Performance Bank Guarantee equivalent to 5% of the discovered price, which will be calculated on the basis of number of expected workshops/ participants and rate quoted by vendor; to be provided in the contractual year, shall be deposited with LBSNAA which shall be held for a period of 60 days after completion of work. The Performance Bank Guarantee should be in the form of Banker's Cheque/Demand Draft/ Bank Guarantee from any scheduled commercial bank within 30 days after issue of Letter of Acceptance.

19. FORCE MAJEURE:

19.1 For purposes of this clause "Force Majeure" means an event beyond the control of LBSNAA & the Consultant and not involving either party's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes and any emergency due to which any of the planned programmes have to be rescheduled. The decision of LBSNAA, regarding Force Majeure, shall be final and binding on the Consultant.

19.2 Provided it has complied with clause 19.3 below, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure event ("Affected Party"), the Affected Party shall not be in breach of this contract or otherwise liable for any such

failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

19.3 The Affected Party shall

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than five (5) days from its start, notify the other party in writing of the Force Majeure event, the date on which it started, its likely or potential duration and the effect of the Force Majeure Event on its ability to perform any of its obligations under the contract; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

19.4 If the Force Majeure Event delays, hinders, and prevents the Affected Party’s performance of its obligation for a continuous period of more than eight (8) weeks, the party not affected by the Force Majeure event may terminate the contract by giving 21 written notice to the Affected Party.

IN WITNESS WHEREOF the respective parties have caused this instrument to be executed in duplicate, each of which shall be considered as original.

(Designation)
For, Lal Bahadur Shastri National Academy of Administration

By CONSULTANT
Name & Designation

Witness by:

- 1. _____
- 2. _____

STATEMENT OF WORK

Workshops/ Seminars/ Webinars/etc. and programmes of similar nature

Aims:

- To train interested civil servants and/or any other persons so invited by LBSNAA, in various areas of law
- To enable such participants to develop their skills, knowledge and understanding of the topics taken up and to clear any doubts, queries, etc that they may have in the topic as part of their work profile.

Participant Group:

Participants will be approached by LBSNAA depending on its internal assessment of the requirement and relevancy to the topics of the programmes under consideration. There is no prerequisite knowledge of the selected topics required by the participants. Each cohort will have a minimum of 30 participants to enable effective engagement, enhanced and experiential learning.

Teaching and Learning Methodology

A number of programmes in both offline and online mode are envisaged throughout the financial year. The offline programmes will mostly be kept in the premises of LBSNAA in Mussoorie. However, it may be possible that some sessions are kept in venues outside LBSNAA also. The period of the programmes/ workshops/seminars/etc. will usually be between 1 to 4 days. The exact time period will be decided on a case to case basis.

The online programmes may be delivered via any suitable platform as decided by LBSNAA and the link for the same will be created and controlled by LBSNAA. The period of the online programmes/ webinars/etc. will usually be between a few hours to 2 days. The exact time period will be decided on a case to case basis.

The teaching learning methodology for both offline and online workshops should include lectures, simulations, case discussions, practice sessions, assignments and any other pedagogical tools that may be suggested by LBSNAA and / or through feedback of participants.

Learning Outcomes

By the end of this programme, participants will be able to:

- Demonstrate an understanding of the principles of the topic of the programme attended by them

- Apply the knowledge they have acquired in their areas of work as per their job profile
- Exhibit confidence in using the skills acquired from the programme attended by them

Indicative Programmes & Topics:

1.	Workshop on Corporate responsibility of Directors in a Company, Company Law and other allied laws
2.	Workshop on Arbitration for civil servants
3.	Hands on Training in Contract Drafting & Contract Management
4.	Training in Legislative Drafting
5	Workshop on Effective Implementation of Social Legislations
6	Town Hall on Code of Criminal Procedure (Hybrid)
7	Webinar on Service Laws
8	Seminar on Bilateral Investment Treaties
9	Seminar on empowering Vulnerable communities

This list is only indicative. Any of these topics may be modified/changed by LBSNAA at any time before undertaking preparation for the same. Workshops on some of these topics may be repeated within the contract period based on the requirement indicated by LBSNAA.

Arrangements to be made by the Parties

1. The Consultant:

- a. After receiving the topic and tentative dates for each programme, the consultant shall propose a detailed content on that topic for the given number of days. The details shall include the sub topics to be covered, the activities to be undertaken, such as simulations, case discussions, drafting practices etc.
- b. Once this has been approved by LBSNAA, the consultant shall then draw up a list of potential speakers / facilitators for the approved topics/ activities.
- c. Once the speakers/ facilitators are selected by LBSNAA from the potential pool suggested by the Consultant, the Consultant shall then make arrangements for bringing these speakers/ facilitators on board for the programme. All arrangements with regard to the speakers/facilitators' confirmation and coordination as well as, ensuring that they adhere to the terms and conditions of the contract between LBSNAA and the Consultant in matters of confidentiality and intellectual property rights, will be the sole responsibility of the Consultant..
- d. Consultant shall arrange for pre - programme meetings / briefings with the approved list of speakers as and when required so by LBSNAA.

LBSNAA:

- a. After the award of the contract, LBSNAA will indicate one or more topics along with tentative dates to the consultant and the format in which to prepare for the same viz., workshop/ seminar, webinar, etc. and the timelines for the various steps towards conducting said programmes such as giving a list of potential speakers, finalising the content, conducting pre-programme briefings, etc.
- b. Discuss and finalise the detailed content on selected topics based on the draft given by the Consultant for the same. The details shall include the sub topics to be covered, the activities to be undertaken, such as simulations, case discussions, drafting practices etc.
- c. Discuss and finalise the list of speakers / facilitators for the approved topics/ activities.
- d. Participate in pre- programme briefings with Consultant and final speakers/ facilitators to ensure that all aspects of the programme are decided and delivered as per the requirements of LBSNAA.
- e. LBSNAA shall be responsible for nominating participants for each of the programmes decided as aforesaid.
- f. The venue for the offline workshops shall be provided by LBSNAA. The office work space, internet/printing, travel & lodging for speakers, participants and upto 3 organisers, photography & video recording facilities and any other logistical facilities required for smooth conduct of the workshops/seminars shall be provided by LBSNAA. In case of online programmes, the online link for participation will be provided by LBSNAA and this will be used by speakers and organisers to join from their respective locations.
- g. LBSNAA may call any additional speakers/ Chief Guests,etc. in addition to the list of finalised speakers/facilitators mentioned above, provided by the Consultant.