



**CAPACITY
BUILDING
COMMISSION**



CAPACITY BUILDING COMMISSION

RFP for Development of Annual Capacity Building Plan (ACBP)

RFP No. 02-06/2021-CBC

Dated 27th May, 2022

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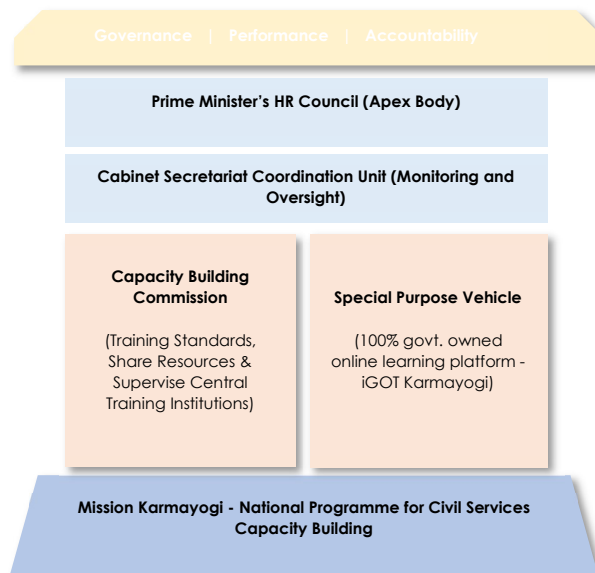
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I. Context

1. Mission Karmayogi

Civil Services continue to play a key role in India’s growth, prosperity, and social development. The civil services of the central government, state governments and local self-bodies are engaged in rendering a range of public services, welfare programs and core governance related functions that enable the government to serve its citizens efficiently and effectively. Government of India (GoI) recognizes the key role that civil servants have played in the progress of our nation and is keen to refresh their capacities in line with rapid changes that are taking place in society, by embarking on a learning transformation Program. The desire and effort of this new approach is to enhance the ability of the entire spectrum of civil services to perform to the highest standards.

To address these capacity building needs, Mission Karmayogi¹ was launched by the Union cabinet in September 2020². It is a National Programme for Civil Services Capacity Building (NPCSCB), which aims to prepare Indian civil servants for the future by making them more creative, proactive, professional, energetic, transparent and technology enabled. The framework for implementation and monitoring of the program would involve the Prime Minister’s Public Human Resource Council (PMHRC) which is the apex body for the program. Under the apex body, there will be a Cabinet Secretariat Coordination Unit that will monitor the implementation of NPCSCB, align stakeholders and provide mechanism for overseeing capacity building plans. Capacity Building Commission is set up for functional supervision of training institutions and would facilitate in preparation of the annual capacity building plans and a SPV (Special Purpose Vehicle) is set up for operating the digital assets created for NPCSCB on behalf of the Government of India. The figure below illustrates the details of NPCSCB:



Key objectives:

¹ Mission Karmayogi, DoPT. Link- <https://dopttrg.nic.in/igotmk/NPCSCB.html>

² Press Information Bureau, GoI. link-<https://pib.gov.in/PressReleaseIframePage.aspx?PRID=1655663>

1. **Democratizing knowledge across all civil services** - making the same capacity building resources available to all civil services across levels, cadres and geographies. By providing equitable access to the learning material across officers, world-class capacity building will be available to larger sections of civil services through online means.
2. **Breaking service-based silos in capacity development**, through development of a shared learning resource- sharing of learning resources across services and Central Training Institutes (CTIs) – Physical Resources (e.g., classrooms, auditoriums), Human Resources (e.g., trainers) and Knowledge Resources (e.g., case studies). An official can enroll for a learning opportunity irrespective of whichever CTI/ Service Provider is offering the course.
3. **Moving to competency driven capacity development** of all civil services, with operationalization of the Framework for Roles, Activities, Competencies including skills shifting from rule-based, supply- driven capacity building to role-based, demand driven capacity building where capacity building is targeted to the individual official's needs, wants and aspirations. Shifting to the new paradigm will also ensure that individuals' competencies are matched with jobs, and capacity building activities focus on bridging competency gaps for current and future roles.
4. **Providing avenues to world class content** for officers linked to academic / domain capacity of staff - operationalizing a robust and evolving content marketplace called iGOT Karmayogi platform, where best-in-class content providers are onboarded on the platform. A key focus is on identifying and partnering with leading content providers like J-PAL, MIT, IGNOU, NLU-Delhi etc.
5. **Establishing objective and unbiased systems of evaluation** to determine performance and integrity - there are objective, fair and independent means to determine performance and integrity of civil services, which will further reinforce the foundational values of public service.
6. **Institutionalizing a framework for enhanced monitoring, evaluation**, implementation and impact on ground, for civil service capacity building - providing all stakeholders with a single source of truth and ensuring that constant monitoring of the capacity building initiatives and the progress of iGOT Karmayogi remains of utmost importance.
7. **Providing a forum to learn and discuss public HR practices** - establishing a means to showcase progress and engage in dialogue with multilaterals, foreign governments, global academia, HR firms and NGOs.

2. Capacity Building Commission (CBC)

A key component of National Programme for Civil Services Capacity Building (NPCSCB) is the Capacity Building Commission (CBC).

CBC was notified on 1st April 2021 wide Gazette notification **F. No. T-16017/09/2020-iGOT** issued by Department of Personnel and Training (DoPT). The Commission, broadly, will have the responsibility of, inter-alia, coordinating the preparation of annual capacity building plans, undertake monitoring and evaluation of plan implementation and facilitate creation of shared resources amongst Training Institutions imparting training to civil servants.

CBC is mandated to perform the following key functions:

1. Coordinate with Departments, Organizations and Agencies of the Government of India for evolving a harmonious de-siloed approach to improve capacity and **build shared resources**.
2. **Facilitate preparation of Annual Capacity Building Plans** of Departments, Ministries and participating Organizations and submit the collated Plans for approval to the Prime Minister's Public Human Resource Council (PMHRC). The Commission will thereafter monitor and report the periodical progress of implementation to the Government.
3. **Prepare the Annual HR Report** on the health of Civil Services along with target achievement; and making it public with the approval of the DoPT.
4. **Undertake Audit of Human Resources** available in Government and assess outcomes of the Capacity Building efforts; and present an evaluation of the same for approval and necessary guidance to the Cabinet Secretariat Coordination Unit.
5. **Make recommendations on standardization of training** and capacity building, pedagogy and methodology including coordination with Government Training Institutions to carry out research on pedagogy, competency framework, competency gap assessment etc.
6. **Make recommendations on policy interventions** in areas of personnel/HR and Capacity Building to DoPT.
7. **Undertake analysis of data emit from iGOT-Karmayogi** pertaining to different aspects of capacity building such as content creation, competency mapping, feedback etc.
8. **Holding the Annual Global Public HR Summit** under the overall guidance the Prime Minister's Public Human Resource Council (PMHRC) and the Cabinet Secretariat Coordination Unit and preparing the outcome and output report of the Summit.
9. **Providing all the relevant information to DoPT** for purposes of Parliamentary oversight and Comptroller and Auditor General compliance.

10. **Exercise functional supervision over Institutions engaged in the imparting of training to all Civil Servants**, for purposes of adherence to and achievements of annual capacity building plans; and the creation of an ecosystem of shared learning resources including shared internal and external faculty.
11. **Approve Knowledge Partners** for the programme.

3. Annual Capacity Building Plans

As part of its mandate, the CBC will facilitate the preparation of ACBPs for participating MDOs.

CBC defines capacity building as a process to build, develop, and enhance ability, talent, competency, efficiency, and qualification of individuals, organizations, and institutions **to increase the execution capacity of the state and achieve common national goals.**

Annual Capacity Building Plan (ACBP) is a document which entails Specific, Measurable, Attainable, Realistic, and Time-bound capacity building interventions of the department. This document is developed by the department with the help of an internal/external facilitator and Knowledge Partner (if any) annually.

The capacity building exercise would be goal oriented. That is, it would first identify specific objectives to be achieved through a Capacity Building Plan. CBC suggests three overarching lenses to help identify goals of a CBP:

A. Three Lenses of Capacity Building

- a. **National Priorities** – The lens of National Priorities examines how the Department's 'Vision, Mission, and Goals' are aligned with National Priorities with a 3-year, 5-year, and 10-year focus. Once the alignment and the priorities of these goals are identified, the next step is to identify **key capacity gaps** in achieving said goals. **Overcoming specific constraints then becomes one of the key goals of a Capacity Building Plan.**
- b. **Emerging Technologies** – This lens looks at the key technology trends that impact the sector that relates to the functioning of the department and identify the challenges and opportunities therein.
- c. **Citizen Centricity** – The third lens of capacity building Understand looks the department's key citizen centric governance objectives such as transparent and efficient public service delivery, stability and continuity of various citizen centric schemes, smooth and effective grievance redressal mechanisms, participatory governance et cetera.

B. Three Pillars of Capacity Building

The Annual Capacity Building Plan must clearly indicate capacity building interventions at the Individual, Organizational, and Institutional level.

a. Individual Capacity Building

At the individual level, three kinds of competencies are of interest for capacity building of individuals:

- *Domain Knowledge* – This is the knowledge an individual possesses of the domain where he/she functions. For example, knowledge of Economics, Finance, Infrastructure, Social Sciences for individuals working in respective domains would increase the efficiency and efficacy of their work.
- *Functional Skills* – These are the competencies that cut across different work streams. These skills can be organization management, research, information management, communication, et cetera.
- *Behavioral Attitudes* – These encompass attitudes that influence the way an individual behaves in their work environment. For example, empathy, leadership, crisis management, et cetera.

b. Organizational Capacity Building

At an organizational level, capacity building happens by creating new or tweaking already existing systems and processes. For example,

- *Knowledge Management for institutional memory*
- *Data-driven policy decision making*
- *Resource Planning*
- *Process Improvement*
- *Incentives for capacity building*

c. Institutional Capacity Building

For Capacity Building to not be a one-off instance of change, it must be ***institutionalized*** within the department both formally (rules, policies, orders) and informally (traditions, attitudes, code of conduct). Institutionalizing is a crucial point in the capacity building process to ensure that capacities are developed continuously over the years.

CBC intends to institutionalize Capacity Building within the department by setting up a **Capacity Building Unit (CBU)** which will assist the department in creating and implanting their Annual Capacity Building Plan in close association with the

Commission. This CBU will consist of manpower resources from the department, supported by specialist manpower empanelled by the Commission.

C. CBC's approach to creating Annual Capacity Building Plans

A consultative approach is followed to identify the strategic direction for developing a capacity building plan. These consultations are further supported by a detailed review of the Ministry's mandate, functions, role & responsibility. The table below highlights the key steps followed in the development of this road map.

Table 1: Process for developing Annual Capacity Building Plan

<p>Step 1:</p> <p>Alignment of objective with the Ministry/Department</p>	<p>As the first step, a joint meeting between the Secretary & the Joint Secretaries is to be conducted. In the meeting the mandate & the objective of the CBC is to be clearly articulated. It should be clarified that the framework of CBC is not limited to training but also includes organizational and institutional capacity development. In this meeting, the Ministry's expectation from the program should also be clearly identified.</p>
<p>Step 2:</p> <p>Understanding the role & function of the Ministry/Department</p>	<p>Following the meeting, team shall conduct a thorough review of the following areas:</p> <ul style="list-style-type: none"> • Ministry's mandate, policies, roles, functions, recent developments and trendlines from Ministry website, portals and documents, web search and study reports • Ministry's key programs, priorities, strategic objectives and goals, emerging trends/ focus areas • National priorities and how Ministry fulfils/ contributes to same
<p>Step 3:</p> <p>Comprehend role & responsibility of each department/division/ wing/unit of the Ministry</p>	<p>Team should also have a clear and complete understanding of the following areas for each division/ unit headed by a JS/AS.</p> <ul style="list-style-type: none"> • Identify the areas of responsibility of the division/unit • Understand/ identify emerging trends, government priorities and Ministry objectives that fall within purview of division/unit • Understand specific schemes/programmes managed by division/unit

<p>Step 4:</p> <p>Consultation with the department head/Joint Secretaries</p>	<p>Team to conduct multiple consultations with the Joint Secretaries & their department to understand the following areas:</p> <ul style="list-style-type: none"> • Entire spectrum of roles and responsibilities, functions and activities undertaken by each unit and the priority and frequency of respective activities • Interrelationships with other units within the Ministry and coordination/ cooperation with government agencies outside the Ministry and the larger set of stakeholders the unit engages with for each functional responsibility • Current and emerging trends and future possibilities and how it could impact the role and functioning of the unit • Understand the broad staffing structure and operational practices adopted by the unit to deliver outputs and outcome <p>Apart from getting a comprehensive understanding of the roles and responsibility of each department, consultation to be held with the departments to understand:</p> <ul style="list-style-type: none"> • The competency required to execute the key functions of the department • Identify the competency gaps as per the experience of the head of the department • Discuss current organizational practices and institutional mechanisms to address competency deficits, and ongoing capacity building and training initiatives
<p>Step 5:</p> <p>Situational analysis and key findings</p>	<p>For the identified gaps, identify the key interventions that the Ministry can undertake. This may include training or other non-training interventions.</p>

II. Scope Of Work

The consulting firm is to assist in the development of the Annual Capacity Building Plan (ACBP) in consultation with the allocated department(s).

The consulting firm will be required to produce the following deliverables. Each element of the deliverable needs to be drafted in consultation with the respective department they relate to and deliverable will be considered as accomplished only after approval from the said department. The following elements are not strictly sequential in nature and may be addressed in parallel.

1. **As-is assessment of the department to develop a capacity building agenda**
(The intended output is a document detailing department's vision, mission, and goals. The document

will baseline department's capacity-building needs and gaps) The below mentioned activities will be identified post discussion with department's senior leadership.

1.1 Mapping the Roles of the department

1.1.1 Identify key priority areas, activities, and functions of each division/cell/department under each senior management official such as Additional Secretary, Joint Secretary, Director and any other post/management level as required. Identify how national priorities translate into the department's mandate and objectives for the next 3–5 years,

1.2 Sectoral technology roadmap

1.2.1 Identify the key technology trends that impact the sector that relates to the functioning of the department and identify the challenges and opportunities therein.

1.3 Citizen centric goals

1.3.1 Identify department's key citizen centric services and governance objectives

1.4 Identify department's legacy capacity building programs

1.4.1 Identify previous and/or existing capacity building plans/activities undertaken by the department.

1.4.2 Capture and review documentary evidence of current capacity from previous assessments, strategy documents, and audit reports.

2. As-is assessment of the training needs of employees and identification of potential interventions

(The intended output is a current and futuristic Training Needs Assessment (TNA), which would be used for planning of training and non-training interventions)

2.1 Review of organizational structure in detail up-to the lowest department functionary

2.1.1 Identify or create current organogram of the department

2.1.2 Identify roles, responsibilities, and activities of each position within the department.

2.1.3 Identify required domain, functional, and behavioral competencies for each designation - to be conducted jointly with the department.

2.2 Competency assessment across lines of services

2.2.1 Assess the current competency (knowledge, skills, and attitude) gaps for each employee within the department with details on basic, intermediate, and advanced competencies.

2.2.2 Map organizational goals/domain goals/citizen centric goals, scope, and gap in capabilities.

2.3 Identify training and non-training interventions that address competency gaps and requirements of the department

2.3.1 Training interventions to include:

- Induction training - for employees assuming a new role

- On job training - Basic to advanced level training programs basis depth and/or complexity involved. Such training should address the competency needs of current and futuristic work profiles of the employee.

2.3.2 Non-training interventions: Must include at least some of following interventions - on-site learning, role-play, gamification, and case studies. These interventions are only indicative and not exhaustive

3. As-is assessment of enabling environment at the organization level.
(The intended output is identification of organizational capacity gaps for key systems and processes and subsequent capacity building interventions to build organizational capacity)

3.1 Identification of processes and procedural barriers in consultation with division/cell heads

3.1.1 Evaluate the effectiveness of existing departmental structures and management systems against its Allocation of Business Rules

3.1.2 Research and suggest changes in administrative processes, operating procedures, and hard and soft infrastructure, internal policies, data management and knowledge repository and internal and external partnerships.

3.1.3 Identify *internal and external silos in the working of the department*: Study the stakeholder ecosystem of the department, assess how effectively the department collaborates to delivers its mandate

3.2 Perform a root-cause analysis to identify the key issues (structural/ institutional/ operating model/ decision making process/ capability gaps/ Technology barrier others)

3.3 Assess the capacity of the organizational structure and its human resource and propose changes to HR policy and other human resource enabling policies to increase organizational capacity.

4. Blueprint for Capacity Building vision and roadmap for implementation
(The intended output is an Annual Capacity Building Plan. The operational plan for executing the Annual Capacity Building Plan will be a comprehensive roadmap for building individual and organizational capacities for the department with specific interventions clearly identified and scoped)

4.1 Outline capacity development objectives: capacity building plan must be coherent with existing national strategies and other sectoral objectives.

4.2 Develop strategy for building capability to meet department goal:

- 4.2.1 Identification of all capacity building interventions for the present plus 2 years, along with detailed description and rationale for the interventions

4.3 Develop Strategy for training and development of staff

- 4.3.1 Assess dependencies and assist the department in prioritizing capacity building initiatives (for instance, value created vs. challenges in implementation). The deliverable(s) would be a prioritized roadmap with clear milestones

4.4 Strategy for enabling department procedures and processes:

- 4.4.1 Identify institutional structure and arrangements for implementing the Annual Capacity Building Plan vis-à-vis resources, accountability, supervision, and staff roles & responsibilities.

4.5 Design a monitoring and evaluation framework that is contextual to department:

- 4.5.1 Define capacity quantifiable development indicators, wherein each capacity development activity will have a clear indicator to measure progress.

III. Duration of the Consulting Agency's engagement:

The Consulting Agency will be engaged for this assignment for a period of 24 weeks (6 months). The duration of the assignment may be extended at the discretion of CBC/Department(s), on pro-rata basis depending on additional time and resources required to facilitate in the preparation, monitoring, and implementation of the Annual Capacity Building Plan of the Department(s)

IV. Schedule for Deliverables and Timelines:

- **Deliverable 1:** *As-is assessment of the department to develop a capacity building agenda*
- **Deliverable 2:** *As-is assessment of the training needs of employees and identification of potential interventions*
- **Deliverable 3:** *Draft Capacity Building Plan with a roadmap for implementation*
- **Deliverable 4:** *Hand holding the Department for completion of identified training interventions for 20% of proposed staff strength identified to undergo training*
- **Deliverable 5:** *Annual Capacity Building Plan*

Deliverable	Standard Output	Quality Check	Approval
<i>As-is assessment of the department to develop a capacity building agenda</i>	The intended output is a document detailing department's vision, mission, and goals. The document will baseline department's capacity-building needs and gaps.	CBC (within a week of submission by consultant)	MDO (within one week of submission by consultant) subject to CBC's quality check
<i>As-is assessment of the training needs of employees and identification of potential interventions</i>	The intended output is a current and futuristic Training Needs Assessment (TNA) document, which would be used for planning of training and non-training interventions.	CBC (within a week of submission by consultant)	MDO (within one week of submission by consultant) subject to CBC's quality check
<i>Draft Capacity Building Plan with a roadmap for implementation</i>	The draft Capacity Building Plan will be a granular roadmap for building individual and organizational capacities for the department with specific interventions clearly identified and scoped.	CBC (within a week of submission by consultant)	MDO (within one week of submission by consultant) subject to CBC's quality check
<i>Hand holding the Department for completion of identified training</i>	The intended output is a tabulation of courses for	CBC will monitor and assess the	MDO

<i>interventions for 20% of proposed staff strength identified to undergo training</i>	identification of all training interventions, and assistance to the Department for completion of identified training interventions for 20% of proposed staff strength identified to undergo training.	quality of training	
<i>Annual Capacity Building Plan</i>	The intended output is the Annual Capacity Building Plan signed off by the respective Secretary of the concerned department.	CBC (within a week of submission by consultant)	MDO (within one week of submission by consultant) subject to CBC's quality check

Indicative timeline for the assignment is as follows:

TASK	W e e k 2	W e e k 4	W e e k 6	W e e k 8	W e e k 10	W e e k 12	W e e k 14	W e e k 16	W e e k 18	W e e k 20	W e e k 22	W e e k 24
<i>As-is assessment of the department to develop a capacity building</i>												

<i>g agenda</i>												
<i>As-is assessment of the training needs of employees and identification of potential interventions</i>												
<i>Draft Capacity Building Plan with a roadmap for implementation</i>												
<i>Handholding the Department for completion of identified</i>												

<i>training interventions for 20% of proposed staff strength identified to undergo training</i>																						
<i>Annual Capacity Building Plan</i>																						

V. Payment milestones:

The consulting Agency's payments will be linked to satisfactorily completion of contractual deliverables to be paid according to the following deliverable schedule:

No.	Deliverables/ Timelines	% Of Total
1	<i>As-is assessment of the department to develop a capacity building agenda</i>	15%
2	<i>As-is assessment of the training needs of employees and identification of potential interventions</i>	20%
3.	<i>Draft Capacity Building Plan with a roadmap for implementation</i>	20%

4.	<i>Handholding the Department for completion of identified training interventions for 20% of proposed staff strength identified to undergo training</i>	25%
5.	<i>Annual Capacity Building Plan</i>	20%

Upon achievement of the above-mentioned milestones, satisfactory completion certificates issued by the respective department(s) should be submitted along with complete details of the work undertaken and supporting documents as well as copies of the work/ material / produce that inform the output of the above-mentioned deliverables.

1. The payment shall be released only after acceptance of the required work detailed in the RFP Document against the corresponding deliverable. First Evaluation of Deliverables to be done within 4 weeks from the date of receipt and Payment to be released within 30 days, on best effort basis from date of receipt of invoice after final acceptance of deliverable. The final payment will be made on outcome/deliverable basis as defined in this RFP/Scope of work document
2. Bidder has to quote all-inclusive price including GST while making financial offer in bid. However, GST shall be reimbursed at actuals as per prevailing GST rates.
3. For facilitating the electronic transfer of funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.
4. Currency: The price is payable in local currency i.e., Indian Rupees.
5. There may be a change in priorities from time to time. The Consulting Agency will be expected to work in an agile manner to mould itself rapidly and change course if the context and the priorities happen to change. Any modification of the terms and conditions, including any modification of the scope of the Services, may only be made by mutual agreement between the Parties. If any additional Scope of Work is required to be added in the contract, the same would be done by mutual agreement and on pro-rata basis depending on additional time and resources required.
6. Duration of the assignment: The Consulting Agency will be engaged for 6 months to deliver the scope of work outlined in this RFP. The deliverable schedule/ timelines are already specified. In case of failure of Consulting Agency to deliver as per schedule, relevant clauses of penalty/ liquidated damages as mentioned in the RFP shall be applicable. However, competent authority reserves the right to waive off the penalty and grant further time (hereby called as grace extension) to the Consulting Agency to complete initial deliverables in case the competent authority is of the opinion that delay is not attributable to the Consulting Agency. It may be noted that no additional payment will be made whatsoever for the period of grace extension

7. Liquidated damages @0.5% of invoice value will be deducted for delay of every week or part of week in respect of each deliverable identified in the scope of work. Total such LD will however not exceed 10% of invoice value. **The deliverable is for each Ministry /Department and so any delay in this deliverable would attract LD as defined.** Only delays attributed to consultant will attract LD. The decision of CBC would be final in this matter in establishing attributability. The Delivery Period extension would be processed accordingly by CBC in consultation with the concerned Department.
8. Resource replacement, if any, shall be only with explicit written approval of the Buyer. A penalty of Rs 5 lakh will be imposed for each named resource replacement.
9. Expenses incurred by the Consulting Agency on Travel out of NCR Delhi would be reimbursed at actuals by the Buyer separately in the form of TA / DA subject to the travel having been undertaken with prior approval of Buyer.

VI. Evaluation criteria

1. Minimum qualification (eligibility) criteria

As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

#	Topic	Eligibility Criteria
1.	Registration	Consulting Agency Bidder should be a registered firm/company/partnership in India. Relevant documentary proof should be submitted
2.	Blacklisting	The agency should not have been blacklisted / debarred by any Central /State Government / Public Sector Undertaking in India or not involved in any major litigation that may have impact or compromise the delivery of services required. Undertaking by Agency should be submitted.
3.	Annual sales turnover	The Agency must have an average annual turnover of Rupees 50 crores or above in each of the last 3 consecutive Financial Years (FY 2018-19, 2019-20 & 2020-21) from Consultancy Services only rendered in India. A certificate from Chartered Accountant should be submitted.
4.	Consulting experience	The Consulting Agency Bidder should have directly provided management consulting/HR consulting services to Indian Public Sector organizations / ministries/ departments / enterprises/ undertakings in projects covering one or more

		<p>of the following areas: strategy and vision/ policy formulation and implementation / business model / business process / organization restructuring Consulting Agency Bidder should be able to submit documentary evidence of executing <u>at least 3 such projects with the following conditions met in at least one of the 3 projects</u></p> <ul style="list-style-type: none"> • Start date <u>inside last 5 years</u> from issue date of this RFP • Only <u>completed projects</u> will count • Each project must be greater than <u>INR 5 crore (if Indian project)</u> in fees payable to the Consulting Agency Bidder <p>The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.</p>
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2. Technical Evaluation criteria:

The evaluation committee (Evaluation Committee) appointed by the Commission will carry out the evaluation of proposals based on the following evaluation criteria and points system. If required, CBC may seek specific clarifications from any or all Agency(res) at this stage. Each evaluated Proposal will be given a technical score as detailed below. The total marks against which the bidder's submission will be evaluated is 100.

Sr No	Criterion	Technical Evaluation Criterion	Max Marks
1A	Specific experience of the Consulting Agency (as a firm) relevant to scope of the RFP	Consulting Agency Bidder should have directly provided management consulting/HR consulting services to Indian Public Sector organizations ministries /departments / enterprises / undertakings in projects covering one or more of the following areas: strategy and vision / capacity building/ project management / program Management/ policy formulation and implementation / business model / business process / organization restructuring.	20

		<p>Marking criteria</p> <ul style="list-style-type: none"> • 2 marks per project; each project to be graded on the basis of the description provided by the Consulting Agency and on the basis of its relevance to the scope outlined in this RFP <p>Note:</p> <ul style="list-style-type: none"> • Project showcased in Minimum Qualification criteria can be repeated • Start date must be inside last 5 years from the issue date of this RFP • Only completed projects will count • Each project must be greater than INR 5 crores in fees payable to the Consulting Agency Bidder at the time of award of contract. • Excludes audit, taxation, transaction advisory, IT support, services, systems integration projects. • The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance. 	
1B	<p>Specific experience of the Consulting Agency (as a firm) relevant to scope of the RFP</p>	<p>Two detailed case studies where the Consulting Agency/Bidder has directly provided management consulting/HR consulting services to Indian Public Sector organizations/ ministries/ consulting departments / enterprises / undertakings in projects covering one or more of the following (firm) relevant areas: strategy and vision / policy formulation/ business model / business process / RFP organization restructuring/ HR respectively.</p> <p>The Consulting Agency should submit a maximum 2000-word write-up for each case study highlighting the context and complexity of the project, key design challenges faced, stakeholders managed, and key deliverables and results achieved.</p> <p>Marking criteria:</p> <p>5 marks per case study; each project to be graded basis the description provided by the Consulting</p>	10

		<p>Agency and basis its relevance to the scope outlined in this RFP</p> <p>Note:</p> <ul style="list-style-type: none"> • Project showcased in Minimum Qualification criteria or in response to Question IA can be repeated • Start date must be inside last 5 years from the issue date of this RFP • Only completed projects • Each project must be greater than INR 5 crores in fees payable to the Consulting Agency Bidder at the time of award of contract • Excludes audit, taxation, transaction advisory, IT support, services, systems integration projects <p>The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance</p>	
2	<p>Adequacy and quality of the proposal in response to the scope of work outlined in this RFP.</p>	<p>Evaluation will be based on the quality of the technical submission and the presentation to the technical committee. The bidder must demonstrate the following:</p> <ul style="list-style-type: none"> • Demonstration of successfully working in transformation/organization change in Indian public sector organizations/ministries/departments • Understanding of global best practices and implications for Capacity Building. Submit a process for creating Annual Capacity Building Plan as agency would conceive. • Understanding of how an organization's transformation can enable the Department's vision/Journey over the next decade • Practicality and relevance of the execution approach and methodology for the current 	25

assignment addressing each scope element in this RFP.

- Clarity of deliverables and work-plan.

Breakdown of marks

<ul style="list-style-type: none"> • Demonstration of successfully working in transformation/organization change in Indian public sector organizations/ministries/departments • Understanding of global best practices and implications for Capacity Building 	5
<ul style="list-style-type: none"> • Understanding of how an organization's transformation can enable the Department's vision/Journey over the next decade • Practicality and relevance of the execution approach and methodology for the current assignment addressing each scope element in this RFP. 	15
<ul style="list-style-type: none"> • Clarity of deliverables and work-plan. 	5

3	Project team and experts' qualifications and competence for the assignment	<p>Evaluation will be based on the CVs of the key personnel and experts, experience and academic qualifications will be considered.</p> <p>In addition, interaction with the key personnel — Project Lead, Technical Consultants, On-site Consultants — during the bid presentation will be used for evaluation</p>	45
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The guidelines are provided below:

Project Lead

(1 Lead x 9 marks = 9 marks)

- Should have postgraduate professional qualification in business management and Organisation & Method Analysis.
- Minimum of 20 years of overall experience with increasing levels of responsibility
- Minimum 10 years' experience in Indian Public sector or Private sector in strategy / organization transformation / operating model / business process transformation change management

Breakdown of marks

Education Qualification	2 marks
Certifications and Training	1 mark
Adequacy for the Assignment(relevant experience in the sector/similar assignments)	6 marks
Minimum experience as specified above – 1 mark	
Experience more than 3 years than the minimum overall – 2 marks maximum	
Experience more than Minimum 10 years' experience in Indian Public sector or Private sector in strategy / organization transformation / operating model / business process transformation change management - 1 mark each max 3 marks	

Technical Consultants

(3 Experts x 8 marks = 24 marks)

- List of experts to be proposed by the Bidder relevant to the group of ministries

They may include a combination of Subject Matter Experts relevant to the group of ministries / Knowledge Management Experts / Human Resource or Capacity Building Experts

- Technical consultants proposed by the bidder should have an undergraduate degree and experience in relevant fields and a minimum work experience of 10 years (not including internships)

All Technical consultants should be on the bidder's payroll at the time of submission of the bid

- Technical consultants will be assessed basis the relevance of their past industry experience for the scope of this RFP and basis interactions during the bidder's presentation

Breakdown of marks

Education Qualification	2 marks
Certifications and Training	1 mark
Adequacy for the Assignment(relevant experience in the sector/similar assignments)	5 marks
Minimum experience as specified above – 1 mark	
Experience more than 3 years than the minimum overall – 2 marks maximum	

Assessment of technical relevance by committee – 2 marks	
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Associate Consultants

(3 Consultants x 4 marks) = 12 marks

- A team of consultants having experience of working in the areas of strategy and vision / policy formulation and implementation / business model / business process / organization restructuring / HR Management capacity building to be deployed on site.
- Minimum 3 Resources are to be deployed. The team of consultants should have an undergraduate degree and experience in relevant fields and a minimum work experience of 4-6 years. However actual number of resources to be deployed for the assignment to be decided by the Service Provider for ensuring completion of the Scope of Work in given timelines and to be clearly indicated in their presentation / proposal.

Breakdown of marks

Education Qualification	1 marks
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		<table border="1"> <tr> <td>Certifications and Training</td> <td>1 mark</td> </tr> <tr> <td>Adequacy for the Assignment (relevant experience in the sector/similar assignments)</td> <td>2 marks</td> </tr> <tr> <td>Minimum 2 years above minimum experience as specified above – 2 mark</td> <td></td> </tr> </table>	Certifications and Training	1 mark	Adequacy for the Assignment (relevant experience in the sector/similar assignments)	2 marks	Minimum 2 years above minimum experience as specified above – 2 mark		
Certifications and Training	1 mark								
Adequacy for the Assignment (relevant experience in the sector/similar assignments)	2 marks								
Minimum 2 years above minimum experience as specified above – 2 mark									

3. Composite Bid Evaluation Methodology

Evaluation of Bids shall be done under combined quality-cum-cost based system (QCBS). Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of "70%" while the Price Bid evaluation shall be allotted the weightage of 30%. The bidder scoring the highest combined score will be declared H-1. The detailed methodology is described below.

The evaluation committee ("Evaluation Committee") appointed by Capacity Building Commission will carry out the technical evaluation of proposals based on the following evaluation criteria and points system. Evaluators of Technical Proposals shall have no access to the financial Proposals until technical evaluation is concluded. Each evaluated proposal will be given a technical score.

The minimum criteria for technical qualification would be as follows

- Minimum qualifying technical marks to be obtained: 60 marks out of 100 marks as detailed above (pre-normalized)
- Financial bid shall be opened for Technically qualified bidders who score 60 marks and above (pre-normalized).

Normalization of technical bid scores

The bidder with highest technical marks would be taken as the base / reference for arriving at Technical Score for each technically qualified bidder. The Technical Score for the bidder with highest Technical

Marks (out of 100) would be taken as 70 and the Technical Score for other technically qualified bidders will be scaled proportionally. The following example illustrates the proposed methodology for arriving at Technical Score of the Bidders:

Proposal (Assumed)	Technical Marks	Technical Score
A	96/100	$70 \times 96/96 = 70.00$
B	90/100	$70 \times 90/96 = 65.63$
C	70/100	$70 \times 70/96 = 58.33$

VII. Financial Bid

The Price Bid shall be opened for technically qualified bidders only. The following methodology shall be adopted for evaluation of quoted price of Bidders who qualify in the technical bid evaluation.

1. Normalization of financial bid scores

The minimum quoted price among the technically qualified bids will be taken as base/reference rate for arriving at the evaluated marks for each qualified bidder. The evaluated marks for the lowest priced Bidder in Price Bid shall be 30. The following example illustrates the proposed methodology for arriving at the Financial Score of the Bidders:

Proposal	Quoted rate (assumed)	Financial Score
A	INR 12 Cr	$30 \times 08/12 = 20$
B	INR 10 Cr	$30 \times 08/10 = 24$
C	INR 08 Cr	$30 \times 08/08 = 30$

2. Final Score

The sum of the normalized Technical Score and the normalized Financial Score as detailed above shall be the Total score for the bidders. The bidder with the highest Total Score shall be declared H1. This process is repeated for each of the 6 groups.

3. Award of Contract

Bidders need to submit separate financial bid and Technical bid for each of the 7 groups (As in Annexure-1). A separate ranking for each group is arrived at as described above. H1 would be calculated based on **Technical Score** and **Financial Score for each group** as described in VI (3) above. In effect there will be 7 Technical scores and Financial Scores. **No Bidder will be awarded more than 2 groups.** After exhausting the maximum 2 groups to the successful bidder, the next successful bidder in line would be offered to match the H1 bid price. If H1 price is lower, the next successful bidder in line would be asked to match the lower price of H1. If however, H1 price is higher, the lower price of the successful bidder inline, would prevail.

4. Bid Opening Sequence

Groups would be sequenced for opening on a random ordering. Based on that order, all Technical and Financial bids for the groups would be processed. H1 would be identified in one group at a time. This process will be repeated for other remaining groups.

Note: Any queries arising from the process, decision of CBC is final

IX GENERAL INSTRUCTIONS

1. Right To Reject Any Or All Proposals

Notwithstanding anything contained in this RFP, the CBC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefor.

Without prejudice to the generality of Clause 7.1, the CBC reserves the right to reject any Proposal if:

- At any time, a material misrepresentation is made or discovered, or
- The Applicant does not provide, within the time specified by the Commission, the supplemental information sought by the Commission for evaluation of the Proposal.
- Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.
- No Consortiums are allowed to bid.
- If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Commission reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2. Stakeholder Responsibilities

There are 3 stakeholders in this exercise

1. MDO
2. Consultant
3. Capacity Building Commission

S.NO	Stakeholder	Responsibility
1	MDO	<ol style="list-style-type: none"> 1. Appoint a nodal officer for ACBP exercise and constitute a Capacity Building Unit 2. Work with the consultant in providing relevant information for creating the Annual Capacity Building Plan (ACBP)

		<ol style="list-style-type: none"> 3. Invite captive training institute(s) to attend meetings b/w Department and CBC 4. Liaison with CBCs Knowledge Partners for training and non-training capacity building interventions 5. Participate in the survey/activity which consultant carries out 6. Approve all deliverables 7. Implement the Annual Capacity Building Plan for the year 8. Take feedback on capacity building interventions in-progress/completed 9. Share periodic implementation of ACBP reports with CBC
2	Consultant	<ol style="list-style-type: none"> 1. Work in co-ordination with CBC and Departments and deliver the various deliveries 2. Bring to attention of Department and CBC of any hurdles in delivery of assignment.
3	Capacity Building Commission	<ol style="list-style-type: none"> 1. Co-ordinate with Departments and facilitate the interaction of Consultants and Departments. 2. Monitor the deliverables of Consultants. 3. Process payments after delivery approved by concerned Departments 4. Decide on any issues that arise in the implementation by mutual consultation with the corresponding Department.

3.BID VALIDITY: Bids shall remain valid for a period not less than 90 days from the deadline for the bid submission stipulated in the tender. A bid valid for a shorter period shall be rejected as nonresponsive. In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

4 Queries

All enquiries / clarifications from the Applicants, related to this RFP, must be directed in writing exclusively to **“Director”, Capacity Building Commission, 22nd Floor, Jawahar Vyapar Bhavan, Tolstoy Marg, New Delhi – 110001**

- a) Enquiries received after the due date shall not be entertained.
- b) The preferred mode of delivering questions is through e-mail. Telephonic queries will not be entertained. The queries by the applicants shall be raised in the following format:

S. No.	Page	Clause of the RFP	Clarification required

5. Responses To Pre-Submission Queries & Issue Of Corrigendum

- a) Based on the response to the RFP, queries from interested parties would be taken to clarify / to amend the scope / mechanism of sampling criteria / data collection / analysis and reporting responsibilities etc. and revised scope / term shall be issued to the parties responding to the RFP. Further, evaluation of bids received shall be done as per para VI of RFP. After distribution of the RFP, the contact person notified by CBC will begin accepting written questions from the applicants. CBC will provide timely response to all queries. CBC undertakes to answer all the queries that have been posed by the applicants. The responses to the queries from all Applicants will be posted online on www.cbc.gov.in
- b) At any time prior to the last date for receipt of RFP, CBC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by a corrigendum.
- c) The corrigendum (if any) shall be posted only online at www.cbc.gov.in.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) To provide prospective applicants reasonable time for taking the corrigendum into account, CBC may, at its discretion, extend the last date for the receipt of RFP proposals which shall again be notified online through CBC's portal www.cbc.gov.in

6. Instruction to the Consultants

The Bid is to be submitted in the manner prescribed below and in formats as prescribed in Annexures

7. Submission of Proposals

- a. A four bid system will be followed for this RFP with a Combined Quality and Cost Based Selection criterion. The four bids are:
- i. Integrity Pact, Authorization Letter and EMD (Bid Securing Declaration)
 - ii. Pre-Qualification Bid
 - iii. Technical Bid and
 - iv. Commercial Bid. For submission dates, kindly refer to Data Sheet in the RFP.

- b. This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/epublish/app>).
- c. The Bidders are required to submit hard copies of their proposals in separate sealed envelopes.
- d. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a bid to be rejected.

8. Bid Format

Bidder shall submit their bids in the format mentioned in the following sub-sections. **Bids not submitted in the prescribed formats will be liable for rejection.** If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the CBC. In any event, the CBC shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the CBC.

Cover 1 - Integrity Pact, Authorization Letter and EMD (Bid Securing Declaration)

Section No.	Section Heading	Details
Section 1	Integrity Pact	Scanned Copy of the Integrity Pact. Details in Annexure 2
Section 2	EMD (Bid Securing Declaration)	Scanned Copy of the EMD (Bid Securing Declaration). Details in Annexure 3
Section 3	Authorization Letter	Scanned copy of Authorization Letter/ Power of Attorney duly executed by Bidder in favor of Authorized Signatory signing the bid or a Board Resolution authorizing the Authorized Signatory to sign the bid.
Section 4	Certificate under Rule 144 (xi) in General Financial Rules (GFRs), 2017	Certificate under Rule 144 (xi) in General Financial Rules (GFRs), 2017 as per Annexure 4

Cover 2 - Pre-Qualification Bid Format

Section No.	Section Heading	Details
Section 1	Pre-Qualification Bid Covering Letter	As per format provided in Annexure 5
Section 2	Profile of the Bidding Firms	As per format provided in Annexure 6

Section 3	Minimum Qualification Criteria	In response and reference to VI(1) citations to be furnished against each criterion
Section 4	Power of Attorney / Copy of Board Resolution	Power of Attorney duly executed by Bidder in favor of Authorized Signatory signing the bid ora Board Resolution authorizing the Authorized Signatory to sign the bid.

Cover 3 - Technical Bid Format

Section No.	Section Heading	Details
Section 1	Technical Bid Covering Letter	As per format provided in Annexure 7
Section 2	Technical Evaluation Criteria	Response to be in line with the requirements of Technical Evaluation Criteria. Citations need to be provided in the format as in Annexure 8
Section 3	Organization Structure & Key Resources	As per format provided in Annexure 9 of this RFP.

Cover 4 - Commercial Bid

Section No.	Section Heading	Details
Section 1	Commercial Bid Covering Letter	As per format provided in Annexure 10
Section 2	Commercial Bid	As per the format provided in Annexure 11

The Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of provision of goods and services under this RFP. The Bidder should refer to the Cover Letter for the commercial bid for details.

A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. Bidder should study the clauses under Payment Terms and Conditions of this RFP while finalizing the commercial bid. Bidders would deposit Bank Guarantee for Performance Security in the format as in **Annexure 12**

9 Opening of Bids

The Proposals will be opened by the Capacity building Commission in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms for attending the opening of the bid.

There will be three bid-opening events

a) Stage 1 Opening:

Cover 1 (Integrity Pact & EMD (Bid Securing Declaration)) and

Cover 2 (Pre-Qualification bid)

b) Stage 2 Opening: Cover 3 Opening (Technical bid)

c) Stage 3 Opening: Cover 4 Opening (Commercial bid)

The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage. The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in the Technical Bid.

10 Evaluation Process

CBC shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of the CBC in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the CBC. CBC may ask for meetings with the Bidders to seek clarifications or conformation on their proposals. During the Bid Evaluation, CBC reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

10.1 Stage 1: Pre-Qualification

- a) CBC shall open Cover 1
- b) If the contents of the Cover 1 are as per requirements and the EMD (Bid Securing Declaration) and Integrity Pact in prescribed format have been received in original by the CBC as per the terms of this RFP, the CBC shall open "Cover 2".
- c) Each of the Pre-Qualification conditions mentioned in Section VI(I) is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- d) Response to the Pre-Qualification Requirements will be evaluated in accordance with the requirements specified in this RFP. A checklist must be created with proper page-wise indexing of all supporting documents.
- e) Results of the Pre-Qualification Bid opening will be intimated to bidders.

10.2 Stage 2: Technical Evaluation

Cover 3 marked as "Technical bid" will be opened only for Bidders who succeed in Stage 1 for each group. Eligible bidders will be called for making presentations before Technical Committee formed by CBC as per technical evaluation criteria.

10.3 Stage 3: Commercial Evaluation

- a) All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b) The commercial bids for **each group** for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at CBC's discretion.

10.4 Stage 4: Final score calculation through QCBS for each group

- a) The final score will be calculated through Quality and Cost selection method based with the following weightage:
Technical: 70%
Commercial: 30%
$$\text{Final Score} = (0.70 * \text{Normalized Technical Score}) + (0.30 * \text{Normalized Commercial Score})$$
- b) The bidder with the highest Final Score shall be treated as the Successful bidder.
- c) In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Group.
- d) However, no bidder would be awarded more than 2 groups.
- e) If any bidder is awarded two groups, bidder's bid for other subsequent groups would not be opened.

9 Terms of Business

CBC will award the contract to the successful bidder for implementation. The award of the contract for each group will be done to the highest scorer of the evaluation done as mentioned above. The successful bidder has to sign a contract for implementation of the project and has to commence the project within 15 working days from the date of issue of the order.

a. Responsibilities

CBC will engage consultant with effect from their acceptance of contract to provide with the

services described in the contract, together with such other services as may be reasonably requested from consultant from time to time. Consultant agrees to perform the services in a timely manner, and to exercise all reasonable skill and care in their performance of them.

Consultant shall provide CBC promptly with any information, data or documents that may reasonably be required in order to comply with obligations under the contract. Consultant shall undergo / undertake specific trainings in the format and to the extent as may be stipulated by CBC, including web-based modular trainings ,if any. Such training should be started before or immediately after commencement of the services and should be finished within 2 weeks thereafter or as prescribed under any specific training format, whichever is later.

b. Fees and expenses

CBC will pay the Consultant in respect of their professional fees and expenses as per the scope of work agreed with the consultant in the applicable contract. Unless otherwise agreed between us, consultant will invoice based on the billing milestones defined in the Payment Schedule. Each invoice the consultant submits will include a description of the work the consultant would have performed during the period to which it relates.

c. Performance Bank Guarantee (PBG)

The successful Bidder shall at his own expense submit to Capacity Building Commission an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a nationalized bank, in the format prescribed in Annexure 12, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 3% of total contract value as further detailed in the RFQ cum RFP. Except as otherwise provided in the RFQ cum RFP, no interest shall be payable on the PBG. In case the project is delayed beyond the project schedule as mentioned in the RFQ cum RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFQ cum RFP and six months thereafter.

For the successful bidder the Performance Bank Guarantee shall be retained by Capacity Building Commission until the completion of the assignment by the Contractor and be

released 180 (one hundred and eighty) days after the completion of the assignment.

d. Termination

CBC may terminate the contract immediately upon written notice to consultant if:

- i. Consultant is unable to perform the services or have materially or repeatedly breached any of the terms of the agreement
- ii. Consultant performs the services in a manner which is unsatisfactory to CBC. Consultant become bankrupt (or, in the case of a partnership, any of their partners becomes bankrupt), are adjudicated insolvent, have a liquidator or an administrative or other receiver appointed to manage their affairs or have an order made against consultant that consultant be wound up or cease to carry on all or substantially all of their business.
- iii. CBC reasonably determine that such termination is required in accordance with applicable law, regulations or professional obligations (including as a result of circumstances that threaten our professional independence or create a potential conflict of interest); or the Contract is terminated.
- iv. Such termination shall be without prejudice to any rights we might have which accrued prior to termination.

e. Intellectual Property Rights

CBC will own all rights, title and interest in and to all data, reports, frameworks, specifications, designs, models, analyses, inventions, programs and other property or materials (collectively, the "Works") that consultant or, if an entity, employees, officers, managers, directors or agents (collectively, "Personnel") develop in connection with the provision of the services including all copyright interests and intellectual property rights in the design and development of the e- learning materials. Consultant shall perform all such acts as may be reasonably necessary for the purpose of perfecting the assignment to us of all copyright and other intellectual property rights in the Works. Consultant hereby waive all moral rights in all jurisdictions.

Consultant acknowledges that during the performance of their services, they may gain access to certain methodologies, frameworks, know-how, products, processes, ideas, interpretations, models, documentation, manuals, software, discs, reports, research, working

notes, papers, data, specifications, designs, analyses, inventions and/or similar items ("Materials") which are proprietary to CBC or other third parties. Consultant agrees that this contract shall not operate to transfer any intellectual property rights or copyright interests in such Materials to them, and CBC (or their CBC and other third parties, as the case may be) shall continue to retain all intellectual property rights and copyright interests in such Materials.

Consultant shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by us in writing.

f. Confidentiality

In the course of providing the Services Consultant will be privy to information of a confidential nature relating to CBC and Consultant may learn confidential information CBC business, systems of work and other confidential information. Consultant agrees that they will use such Confidential Information only in compliance with their obligations under the concerned contract, that consultant will not disclose such information to any third party except to the extent required by law and that consultant will, in relation to confidential information which comes into their possession during the performance of the subcontract, comply with the confidentiality obligations placed upon us by the contract as if consultant were a party to the contract in CBC place. These restrictions do not apply to information which has entered the public domain or which has been disclosed to consultant by a third party who is not subject to any restriction on disclosure.

g. Data Protection

To the extent consultant collect, use, store or otherwise process (collectively, "Process") Confidential Information that can be linked to specific individuals ("Personal Data") in connection with the performance of their Services under a contract, consultant shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "Act"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Rules").

Without prejudice to the generality of the preceding clause, consultant represents that consultant shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules ("Data Protection Procedures"). Consultant shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order.

Consultant shall not retain Personal Data for longer than is reasonably required for the performance of their Services.

h. Governing Law and Jurisdiction

This RFP shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the subsequent contract, any contract hereunder services shall be subject to the exclusive jurisdiction of the Indian courts.

i. Deliverables

All deliverables and source files will be shared with CBC after the modules have been signed-off. The Intellectual Property Rights

Details of the different groups for which bids are invited

Group Name	Ministries/ Departments/ organisation	Count	
A Governance	Cabinet Secretariat (Mantrimandal Sachivalaya)	1	
	Department of Justice (Nyaya Vibhag)	1	
	Department of Legal Affairs (Vidhi Karya Vibhag)	1	
	Department of Personnel and Training (Karmik aur Prashikshan Vibhag)	1	
	Legislative Department (Vidhayee Vibhag)	1	
	Ministry of Information and Broadcasting (Soochana aur Prasaran Mantralaya)	1	
	Ministry of Parliamentary Affairs (Sansadiya Karya Mantralaya)	1	
	Ministry of Planning (Yojana Mantralaya)	1	
	NITI Aayog (National Institution for Transforming India)	1	
	President's Secretariat (Rashtrapati Sachivalaya)	1	
	Prime Minister's Office (Pradhan Mantri Karyalaya)	1	
	Total		11
B Health, Pharma, Science and Technology	Department of Atomic Energy (Parmanu Oorja Vibhag)	1	
	Department of Bio-Technology (Biotechnology Vibhag)	1	
	Department of Health and Family Welfare (Swasthya aur Parivar Kalyan Vibhag)	1	
	Department of Health Research (Swasthya Anusandhan Vibhag)	1	
	Department of Pharmaceuticals (Aushadh Vibhag)	1	
	Department of Posts (Dak Vibhag)	1	
	Department of Science and Technology (Vigyan aur Praudyogiki Vibhag)	1	
	Department of Scientific and Industrial Research (Vigyan aur Audyogik Anusandhan Vibhag)	1	
	Department of Space (Antariksh Vibhag)	1	
	Ministry of Ayush (Ayush Mantralaya)	1	
Ministry of Earth Sciences (Prithvi Vigyan Mantralaya)	1		

	Ministry of Electronics and Information Technology (Electroniki aur Soochana Praudyogiki Mantralaya)	1
Total		12
C		
Infra, chemicals, heavy industries and mines	Department of Drinking Water and Sanitation (Peya Jal aur Swachchhata Mantralaya)	1
	Department of Water Resources, River Development and Ganga Rejuvenation (Jal Sansadhan, Nadi Vikas aur Ganga Sanrakshan Mantralaya)	1
	Ministry of Civil Aviation (Nagar Vimanan Mantralaya)	1
	Ministry of Coal (Koyala Mantralaya)	1
	Ministry of Mines (Khan Mantralaya)	1
	Ministry of Petroleum and Natural Gas (Petroleum aur Prakritik Gas Mantralaya)	1
	Department of Chemicals and Petro-Chemicals (Rasayan aur Petro-Rasayan Vibhag)	1
	Ministry of Heavy Industries (Bhari Udyog Mantralaya)	1
	Ministry of Steel (Ispat Mantralaya)	1
	Ministry of Textiles (Vastra Mantralaya)	1
C. Total		10
D.		
Rural and welfare	Department of Empowerment of Persons with Disabilities (Divyangjan) (Divyangjan Sashaktikaran Vibhag)	1
	Department of Land Resources (Bhumi Sansadhan Vibhag)	1
	Department of Rural Development (Gramin Vikas Vibhag)	1
	Department of Social Justice and Empowerment (Samajik Nyaya aur Adhikarita Vibhag)	1
	Department of Sports (Khel Vibhag)	1
	Department of Youth Affairs (Yuvak Karyakram Vibhag)	1
	Department of Social Justice and Empowerment	1
	Ministry of Labour and Employment (Shram aur Rozgar Mantralaya)	1
	Ministry of Panchayati Raj (Panchayati Raj Mantralaya)	1
	Ministry of Tribal Affairs (Janjatiya Karya Mantralaya)	1

	Ministry of Women and Child Development (Mahila aur Bal Vikas Mantralaya)	1
Total		11
E.		
Foreign and security	Department of Defence (Raksha Vibhag)	1
	Department of Defence Production (Raksha Utpadan Vibhag)	1
	Department of Defence Research and Development (Raksha Anusandhan aur Vikas Vibhag)	1
	Department of Ex-Servicemen Welfare (Poorva Senani Kalyan Vibhag)	1
	Department of Military Affairs (Sainya Karya Vibhag)	1
	Ministry of External Affairs (Videsh Mantralaya)	1
	National Security Council Secretariat (Rashtriya Suraksha Parishad Sachivalaya).	1
Total		7
F.		
Home & internal security	Department of Border Management (Seema Prabandhan Vibhag)	1
	Department of Home (Grih Vibhag)	1
	Department of Internal Security (Antarik Suraksha Vibhag)	1
	Department of Jammu, Kashmir and Ladakh Affairs (Jammu, Kashmir aur Ladakh Vibhag)	1
	Department of Official Language (Raj Bhasha Vibhag)	1
	Department of States (Rajya Vibhag)	1
Total		6
G.		
Agriculture, Cooperation and allied	Department of Administrative Reforms and Public Grievances (Prashasanik Sudhar aur Lok Shikayat Vibhag)	1
	Department of Agricultural Research and Education (Krishi Anusandhan aur Shiksha Vibhag)	1
	Department of Agriculture and Farmers Welfare (Krishi Evam Kisan Kalyan Vibhag)	1
	Department of Animal Husbandry and Dairying (Pashupalan aur Dairy Vibhag)	1

	Department of Fertilizers (Urvarak Vibhag)	1
	Department of Fisheries (Matsyapalan Vibhag)	1
	Department of Food and Public Distribution (Khadya aur Sarvajanic Vitaran Vibhag)	1
	Department of Pensions and Pensioners Welfare (Pension aur Pension Bhogi Kalyan Vibhag)	1
	Department of Telecommunications (Doorsanchar Vibhag)	1
	Ministry of Cooperation (Sahkarita Mantralaya)	1
	Ministry of Corporate Affairs (Corporate Karya Mantralaya)	1
	Ministry of Culture (Sanskriti Mantralaya)	1
	Ministry of Development of North Eastern Region (Uttar Poorvi Kshetra Vikas Mantralaya)	1
	Ministry of Food Processing Industries (Khadya Prasanskaran Udyog Mantralaya)	1
	Ministry of Minority Affairs (Alpasankhyak Karya Mantralaya)	1
	Ministry of Statistics and Programme Implementation (Sankhyiki aur Karyakram Karyanvayan Mantralaya)	1
Total		16

Integrity Pact

This Integrity Pact is entered by and between

Capacity Building Commission, having its office located at Jawahar Vyapar Bhavan , 22nd floor (herein after referred to as the "CBC", which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as "Bidder" which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

The CBC intends to award, under laid down organizational procedures, contract for Development of Annual Capacity Building Plan _<Bidder's Name>" through an open tender process and has issued RFQ bearing number The CBC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Vendor(s) / Contractor(s).

In order to achieve these goals, the CBC wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Contract Evaluation Committee (comprising of Technical Evaluation Committee and Financial Evaluation Committee) /Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the CBC

- 1) The CBC commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the CBC, personally or through family members, will in

connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The CBC will during this tender process treat all Bidder(s) with equity and reason. The CBC will in, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
 - c) The CBC will exclude from the process all known prejudiced persons.
- 2) If the CBC obtains information on the conduct of any of its officers / employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the CBC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

- a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the CBC's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- c) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.
- d) The Bidder will not commit any offence under the Indian Penal Code 1860 and / or Prevention of Corruption Act 1988; further the Bidder will not use

improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the CBC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- e) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies to influence the bidding decision making process or to attain any undue favours to the Bidder.
- g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees / Directors / management representatives of the Bidder who have family relationships with the employees or officers of the CBC.
- h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the CBC. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the CBC or any other interests during this tender process or through operation of the Agreement.
- i) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the CBC is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

- a) If the CBC has disqualified the Bidder from this tender process prior to the award according to Section 3, the CBC is entitled to disqualify the bidder from bidding for any contract with Capacity Building Commission for a period of one year from the date of notification.
- b) If the CBC has terminated the Agreement according to Section 3, or if the CBC is entitled to terminate the Agreement according to Section 3, the CBC shall be entitled to demand and recover from the Bidder / Vendor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

- a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.
- b) If the Bidder makes incorrect statement on this subject or hides any material information, the CBC is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

- a) The Bidder undertakes to demand from all subconsultants of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the CBC before signing of the Agreement with the CBC.
- b) The CBC will enter into individual Integrity Pacts with identical conditions as this one with all sub-consultants of the Vendor.

- c) Only if the Bidder has entered into this Integrity Pact with the CBC, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) The CBC will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/ Subconsultant(s)

If the CBC obtains knowledge of conduct of the Bidder or its Subconsultant, or of an employee or a representative or an associate of the Bidder or Subconsultant which constitutes corruption, or if the CBC has substantive suspicion in this regard, the CBC will inform the same to the Vigilance Officer in the Capacity Building Commission.

Section 8: Independent External Monitor/Monitors

- a) The CBC appoints _____ as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to the.....
- c) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the CBC including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subconsultants of the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Subconsultant(s) of Vendor with confidentiality.
- d) The CBC will provide to the Monitor enough information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the CBC and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.

- e) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the CBC and request the CBC to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f) The Monitor will submit a written report to the CBC within 8 to 10 weeks from the date of reference or intimation to him by the CBC and, should the occasion arise, submit proposals for correcting problematic situations.
- g) If the Monitor has reported to the CBC, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the CBC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- h) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.
- b) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CBC.

Section 10 – Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the CBC first above written, i.e. New Delhi.
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.

- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

*For & On Behalf of the CBC
Bidder*
(Official Seal)

Place: _____

Date: _____

For & On Behalf of the
(Official Seal)

Place: _____

Date

Bid Securing Declaration

<Original signed copy on company letter head>

Bid Securing Declaration

Date: _____

Tender No. _____

To
Director
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

Subject: Submission of the bid for Development of Annual Capacity Building Plan
<Bidder's Name>"

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you and Contracting Department for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date

of signing) Corporate Seal (where appropriate)

Certificate under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.

<Original signed copy on company letter head>

To:

The Director
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi

110001

Dear Sir,

Ref: Your REP No. dated

Bidder Name:.....

We, M/s -----are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----(referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.
- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:
* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.
or
*We, the Bidder are from such a country and has been registered with the Competent

Authority

i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

*(*Delete whichever is not applicable)*

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub- contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

" Definitions

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or*
- e) An Indian (or other) agent of such an entity; or*
- f) A natural person who is a citizen of such a country; or*
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*

"Beneficial owner" for the purpose of above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.*

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;*
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorised Signatory M/s..

Signature andName

Seal of the Bidder

**Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.*

Pre-Qualification Bid Covering Letter

<Original signed copy on company
letter head>

To,
The Director
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

Subject: Submission of the bid for Development of Annual Capacity Building Plan
<Bidder's Name>"

Dear Sir,

We, the undersigned, offer to provide consulting services to Capacity Building Commission with reference to your Request for Proposal dated <insert date> and our Bid. We are hereby submitting our Pre-qualification bid.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Authorised
Signatory)
Signature:

Profile of the Bidding firms.

S. No	Organizational Contact Details	
1.	Name of Organization	
2.	Main areas of business	
3.	Type of Organization Firm/ Company/ partnership firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932	
4.	Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.	
5.	Address of registered office with telephone no. & fax	
6.	Address of offices	
7.	Contact Person with telephone no. & e-mail ID	

Enclosure:-

1. Copy of Certificate of Incorporation and partnership Deed, if any
2. Copy of Article of Association in respect of 3 above.
3. Undertaking in respect of 4 above.

Signature of the applicant
Full name of the applicant

Stamp & Date

Technical Bid Covering Letter

<Original signed copy on company letter head>

Director
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

Subject: Submission of the bid for Development of Annual Capacity Building Plan
<Bidder's Name>"

Dear Sir,

We, the undersigned, offer to provide the services for for Development of Annual Capacity Building Plan Request for Bid dated <insert date>. We are hereby submitting our Technical Bid along with Commercial Bid (without prices) for your perusal.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document. We understand you are not bound to accept any Bid you receive.

Yours sincerely,

(Authorised

Signatory)

Signature:

Name:

Annexure 8

Citations – Work Experience

(Submit separate sheets for experience quoted in prequalification and technical criteria)

S. No.	Item	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of CBC	
4.	Country	
5.	Contact Details of CBC <i>(Contact Name, Address, Telephone Number)</i>	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence attached	

CVs of Project Lead/Technical Consultants/Associate Consultants

1. Name of Firm:
2. Name of Staff:
3. Contact Details:
4. Designation:
5. Areas of Expertise:
6. Date of Birth:
7. Years with the Firm:
8. Total Years of Experience:
9. Nationality:
10. Education:

S.No	Degree Obtained	Institution	Dates

11. Key Qualifications:
12. Membership of Professional Associations:
13. Professional Certifications:
14. Other Training:
15. Countries of Work Experience:
16. Languages:

S.No	Languages	Speak	Read	Write

17. Employment Record

From/To	
CBC	
Position Held	
Key Duties Assigned	

18. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned (Please provide the details of the projects undertaken till date)

Name of assignment or project	
Year	

Location	
Key Duties Assigned	
CBC	
Main Project Features	
Positions Held	
Activities Performed	

Covering Letter for Commercial Bid

<Original signed copy on company letter head>

To:

Director
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

Subject: Commercial Bid for <Name of the RFP>

Dear Sir/ Ma'am,

We, the undersigned, offer for for Development of Annual Capacity Building Plan to CBC with reference to your RFP dated <insert date>. Our attached Commercial Bid has been prepared as per requirements specified in the RFP. The price(s) quoted are inclusive of all the taxes.

1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the last date of submission of the Bids.
- We hereby confirm that our prices are inclusive of all taxes. However, all the taxes are quoted separately also under relevant sections.
- We understand that the actual payment would be made as per the prevailing rates at the time of payment.
- Rates have been quoted in the relevant forms as specified in the RFP and is for entire scope of work.

2. QUALIFYING DATA

We confirm having submitted the information as specified in section "Instructions to Bidders". In case you require any other further information/documentary proof in this regard before evaluation of our

bid, we agree to furnish the same in time to your satisfaction.

3. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFP document.

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

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you, Authorized Signatory) Name:

Designation:

Address:

Date:

(

Commercial Bid Format Proposal
(Please submit bids of all groups in individually sealed envelopes)

Group Name	Rate without Tax (Rs.) (A)	Applicable Tax (Rs.) (B)	Rate with Tax (Rs.) (C = A+B)	Annual cost with Tax (Rs.) (D=C*12)
Group ____				
Total (with Tax) Rs.				

Break up of Cost at SI A.

Profile Name	Monthly Rate without Tax per Resource (Rs.) (A)	Months Deployed (C)	Cost without taxes (A*C)
Project Lead			
Technical Consultants			
Associate Consultants			

Authorized Person's Signature.

Name and Designation:

Date of Signature:

Note: This is to be furnished on the letter head of the organization

Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s-----(hereinafter referred as the 'CBC', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of CBC's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words]for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the CBC for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the CBC immediately on demand an or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at anytime up to [date] without any demur, reservation, contest, recourse or protest and/ or without anyreference to the Consultant. Any such demand made by the CBC on the Bank shall be conclusive and binding notwithstanding any difference between the CBC and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the CBC discharges this guarantee.

The CBC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The CBC shall have the fullest liberty without

affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CBC and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the CBC and the Consultant any other course or remedy or security available to the CBC. The Bank shall not be relieved of its obligations under these presents by any exercise by the CBC of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the CBC or any other indulgence shown by the CBC or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the CBC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the CBC may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s[name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

2. [signature, name and address]

3. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of

Attorney No. Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the CBC.

1.1 General provisions

1.1.1 Definitions

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

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "CBC" means Capacity Building Commission, who employs the Consultant;
- d) "Consultant" or "Consultants" means the party named in the Contract, who is employed as an independent professional firm by CBC to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GC" means the General Conditions of Contract;
- h) "Government" means the Government of India;
- i) "Local Currency" means INR;
- j) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants' rights and obligations towards CBC under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";

- m) "Party" means CBC or the Consultants, as the case may be, and Parties means both of them;
- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- p) "Project" means "[name of assignment]";
- q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in TOR;
- s) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
- t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
- u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of CBC, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive CBC of the benefits of free and open competition.

1.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the exclusive jurisdiction of the Courts at New Delhi.

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

1.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address specified in the SC.

1.1.5 Location: The Services shall be performed at such locations as the CBC may approve.

1.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the CBC or the Consultants may be taken or executed by the officials in the SC.

1.1.7 Taxes and Duties: Unless otherwise specified in the SC, the Consultants, Sub-consultants

and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. The CBC shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant. Further, in the event that the CBC receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, CBC shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to CBC all costs including fines and penalties, which CBC may incur as a result of:

1.1.7.1 CBC having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or

1.1.7.2 any cost actually sustained by CBC for failure by the Consultant to pay any Taxes for which it is responsible under this Contract

1.1.8 Interpretation: In the Contract, unless the context otherwise requires:

1.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

1.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.

1.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relating thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

1.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to

1.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.

1.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed *ejusdem generis* with any foregoing words.

1.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.

1.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to

include an obligation to cause that thing to be done.

1.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

1.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:

- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
- b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
- c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

1.2 Commencement, completion, modification and termination of contract

1.2.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated as per SC.

1.2.2 Commencement of Services: The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that with written approval from CBC.

1.2.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

1.2.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

1.2.5 Force Majeure

1.2.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

1.2.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and

- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

1.2.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

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

1.2.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

1.2.8 Joint and Several Liability: Collective action by Members

1.2.8.1 In the event the Consultant appoints sub-consultants, the Members shall be deemed to be jointly and severally liable to the CBC for the performance of this Contract.

1.2.8.2 any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to this Contract shall be deemed to have been on its behalf and shall be binding on it. CBC shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

1.2.8.2.1 consolidated invoices for the Services performed by all the Members shall be prepared and submitted by the Member in Charge and CBC shall have the right to release payments solely to the Member in Charge and CBC shall not in any manner be responsible or liable for the inter se allocation of payments, work etc. among the Members;

1.2.8.2.2 any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to Clause 1.1.6 of the GCC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

1.3 Termination

1.3.1 By CBC: CBC may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:

- a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as CBC may have subsequently approved in writing;
- b) within thirty (30) days, if the Consultants become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within thirty (30) days, if the Consultant submits to the CBC a false statement which has a material effect on the rights, obligations or interests of CBC. If the Consultant

places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to CBC;

- f) within thirty (30) days, if the Consultant, in the judgment of CBC has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g) if CBC, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.

1.3.2 By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to CBC, such notice to be given after the occurrence of the events specified in this clause:

- a) if CBC fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue ; or
- b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

1.3.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration,(ii) the obligation of confidentiality set forth in relevant clause 1.4.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of CBC and (v) any right which a Party may have under the Applicable Law.

1.3.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by CBC, the Consultant shall handover all project documents under procedure described in this contract.

- i. Payment upon termination: Upon termination of this Contract, CBC will make the following payments to the Consultants:
 - Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
 - If the Contract is terminated pursuant to Clause 1.3.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, CBC may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to CBC. Under such circumstances, upon termination, CBC may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to CBC within 30 days of termination date.

1.3.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

b. Obligations of the Consultants

1.4.1 General: The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to CBC, and shall at all times support and safeguard CBC's legitimate interests in any dealings with Sub-consultants or third parties.

1.4.2 Conflict of interest

1.4.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

1.4.2.2 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.

1.4.2.3 Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- b) after the termination of this Contract, such other activities as may be specified in the SC.

1.4.3 Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or CBC's business or operations without the prior written consent of CBC.

1.4.4 Consultant's Actions Requiring CBC's Prior Approval: The Consultants shall obtain CBC's prior approval in writing before taking any of the following actions:

1. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by CBC prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) CBC will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.

2. appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
3. any other action that may be specified in the SC.

1.4.5 Reporting Obligations: The Consultants shall submit to CBC the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

1.4.6 Documents Prepared by the Consultants to be the Property of CBC: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of CBC, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to CBC, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

1.4.7 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law. In the event of any dispute whatsoever in between the consultant and the sub-consultant, CBC shall not be liable in any manner for any liability.

1.4.8 Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by CBC, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to CBC, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, CBC will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by CBC. (iv) the insurance policies so procured shall mention CBC as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

1.5 Consultants' personnel

1.5.1 Description of Personnel

1.5.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in this contract. The core team would be approved by CBC. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between CBC and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

1.5.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to CBC,

provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and(ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with CBC's prior written approval.

1.5.2 Removal and/or Replacement of Key Personnel

1.5.2.1 CBC will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications to the satisfaction of the Authority. In case of a critical vacancy, the consultant shall provide a temporary resource for no more than 6 (six) months with CBC's approval. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to penalties as under the contract.

1.5.2.2 If CBC finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at CBC's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to CBC.

1.5.2.3 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by CBC. Except as CBC may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

1.6 Obligations of CBC

1.6.1 Assistance and Exemptions: Unless otherwise specified in the SC, CBC will use its best efforts to ensure that the Government will provide the Consultants, Sub-consultants and Personnel with work permits, if applicable and such other documents as necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services:

1.6.1.1 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

1.6.2 Access to land: CBC warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

1.7 Payments to the consultants

1.7.1 Payment terms: The Consultants total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses

hereof.

1.7.2 No payment shall become eligible for the next stage until the Consultant completes to the satisfaction of CBC the work pertaining to the preceding stage.

1.7.3 Currency: The price is payable in local currency i.e. Indian Rupees.

1.7.4 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

1.8 Settlement of disputes

1.8.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

1.8.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

1.9 Responsibility for accuracy of project documents

1.9.1 General

1.9.1.1 The Consultant shall be responsible for accuracy of the Designs, and all other details, reports, deliverables, submissions prepared by him as part of these services. He shall indemnify CBC against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services.

1.10 Liquidated damages

Liquidated damages @0.5% of invoice value will be deducted for delay of every week or part of week in respect of each deliverable identified in the scope of work. Total such LD will however not exceed 10% of invoice value. **The deliverable is for each Ministry /Department and so any delay in this deliverable would attract LD as defined.** Only delays attributed to Consultant will attract LD. The decision of CBC would be final in this matter in establishing attributability. The Delivery Period extension would be processed accordingly by CBC in consultation with the concerned Department.

1.11 Representation, warranties and disclaimer

1.11.1 The Consultant represents and warrants to CBC that:

1.11.1.1 it is duly organised, validly existing and in good standing under the applicable laws of its Country;

1.11.1.2 it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

1.11.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;

1.11.1.4 it has the financial standing and capacity to undertake the Project;

1.11.1.5 this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

1.11.1.6 it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

- 1.11.1.7 there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- 1.11.1.8 no representation or warranty by the Consultant contained herein or in any other document furnished by it to CBC contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 1.11.1.9 no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of CBC in connection therewith.

1.12 Miscellaneous

1.12.1 Assignment and Charges

1.12.1.1 The Contract shall not be assigned by the Consultant save and except with prior consent in writing of CBC, which CBC will be entitled to decline without assigning any reason whatsoever.

1.12.1.2 CBC is entitled to assign any rights, interests and obligations under this Contract to third parties.

1.12.2 Indemnity: The Consultant agrees to indemnify and hold harmless CBC from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation) (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to CBC; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by CBC of a notice of the commencement of any action by a third party, CBC will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to CBC or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which CBC may have at common law, in equity or otherwise.

1.12.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have exclusive jurisdiction over all matters arising out of or relating to the Contract.

1.12.4 Waiver

1.12.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;

b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and

c) shall not affect the validity or enforceability of the Contract in any manner.

1.12.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

1.12.5 Survival: Termination of the Contract (a) shall not relieve the Consultant or CBC of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

1.12.6 Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

1.12.7 Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, 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 upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

1.12.8 No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. Nothing in this contract shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or sub-consultant of the consultants and CBC

1.12.9 Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified in the SC.

1.12.10 Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

1.12.11 Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire

understanding between the Parties in relation thereto.

1.12.12 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract

1.13 The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

1.1.1 (f) The contract price payable in Indian Rupees is -----(Inclusive of GST)

1.1.1 (j) The Member in-charge is [name of consultant].

1.1.1 (n) Performance security: The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to CBC a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this contract, in an amount equal 3% (three) percent of the total cost of Financial Proposal under this Assignment. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of six (6) months from the date of submission of the last deliverable under this Contract. CBC shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

(a) the Consultant becomes liable to pay liquidated damages;

(b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 1.3.1 of the GCC;

(c) any material breach of the terms hereof; and/or

1.1.3 The language is English.

1.1.4 CBC address is [name, designation, telephone, facsimile, address].

1.1.6 The consultant address is [name, designation, telephone, facsimile, address].

1.1.6 The Authorized Representative for CBC is [name, designation].

1.1.6 The Authorized Representative for the consultant is [name, designation].

1.1.7 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and CBC will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by CBC only service tax over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

1.2.1 The date on which this Contract will come into effect is [date].

1.4.1 Limitation of the Consultants' Liability towards CBC

(a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to CBC's

property, shall not be liable to CBC:

- (i) for any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

1.4.8 Risks and coverage

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, for Rs.1,00,00,000/- (Rupees one crore) for the period of consultancy.

(c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or

(ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.

(d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

(e) Any other insurance that may be necessary to protect CBC, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

1.7 Consultancy fee will be paid in accordance with the following milestone based payment schedule on submission and acceptance of report. The relevant core staff of the consultant will be required to give a presentation to CBC regarding the broad features of the deliverable before the submission of each deliverable as per the delivery

milestone. The comments of CBC shall be incorporated in the scheduled deliverable.

1.7.1 Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.

1.8 Dispute settlement.

i. This agreement shall be governed and construed in accordance with the laws of India, without giving effect to conflict of law rules.

ii. Parties shall use all reasonable efforts to amicably resolve and settle any disputes arising out of or in relation to or in connection with this Agreement by referring the dispute to the Committee as constituted by the Capacity Building Commission.

iii. In case of any disputes arising out of or in relation to or in connection with the Agreement between the Parties, which has not been settled in accordance with sub clause (ii) above within 15 days the date of reference of the disputes to the Committee, any party can submit dispute for arbitration which shall be settled by the sole arbitrator (to be jointly appointed in 30 days) following the procedure prescribed in the Indian Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act ,2015 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

iv. Proceedings shall unless otherwise agreed by the parties, be held in New Delhi, India. The governing law will be the laws of India. The language will be English.

v. The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the parties to the arbitration

vi. All arbitration awards shall be in writing and shall state the reasons for the award.
