



GOVERNMENT OF INDIA

Capacity Building Commission

**REQUEST FOR PROPOSAL (RFP)
Under Limited Tender Enquiry (LTE)
FOR
Designing & Undertaking Audit of Human Resources in Select Ministries
/Departments of the Government of India**

RFP No. 01-09/2022-CBC

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1. LETTER OF INVITATION

**Capacity Building Commission
22nd floor, Jawahar Vyapar Bhavan,
Tolstoy Marg, New Delhi - 110001**

No. 01-09/2022 - CBC

Dated: 11th July, 2022

Dear Sir/Madam,

Capacity Building Commission (**CBC**) invites proposal from Indian agencies for Designing & Undertaking Audit of Human Resources in Select Ministries /Departments of the Government of India on Limited Tender Enquiry (LTE) basis.

The RFP Document containing the details of Project Background, submission requirement, brief objective & scope of work and method of evaluation etc. is enclosed.

The RFP Document is also available on the website cbc.gov.in and eprocure.gov.in.

You may submit your responses in sealed envelopes in prescribed format to the undersigned latest by **4.00 PM of 1st August, 2022**

“Director”
Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhavan, Tolstoy Marg,
New Delhi–110001

For terms and conditions, other than that included in this RFP document and pertaining to the Scope of Work mentioned herein, NICSI terms and conditions would apply.

Queries, if any, may be referred in writing to the Director, CBC at the above address or Telephone No. 011-23701180 or at e-mail: cbc-dopt@gov.in.

2. Invitation for RFP

Capacity Building Commission (CBC) invites bids on three bid system for Designing & Undertaking Audit of Human Resources in Select Ministries /Departments of the Government of India:

1.	Scope of Work	Designing & Undertaking Audit of Human Resources in Select Ministries /Departments of the Government of India
2.	Bid Reference No.	01-09/2022-CBC
3.	Date of issue	11.07.2022
4.	Contact for any queries	Mr. S.P. Roy, Director, CBC, Tel: 011-23701180 E-mail: cbc-dopt@gov.in
5.	Addressee and Address at which proposals in response to RFP notice are to be submitted:	Mr. S.P. Roy, Director, CBC 22 nd floor, Jawahar Vyapar Bhawan, Janapath, New Delhi – 110001. E-mail: cbc-dopt@gov.in

3. DATE SHEET

Publication of the Tender Document	11 th July 2022
Last date of query submission	15 th July 2022 1500 hrs
Pre-bid meeting	19 th July 2022 1500 hrs
Last date of bid submission	1 st August 2022 1600 hrs

Subsequent dates shall be notified separately.

4. RFP Notice

- (i) Interested agencies are advised to study the RFP carefully before submitting their proposals in response to this RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of the document with full understanding of its terms, conditions and implications.
- (ii) Any subsequent corrigenda / clarifications would be made available on the website of CBC: cbc.gov.in and to all the concerned parties via e-mail cbc-dopt@gov.in/ eprocure.gov.in.
- (iii) This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
- (iv) For terms and conditions, other than that included in this RFP document and pertaining to the Scope of Work mentioned herein, NICSI (RFP No. NICSI/eGov Professionals/2020/11) terms and conditions would apply.

5. Data Sheet

1)	Name of the client:	Capacity Building Commission.		
2)	Pre-Qualification Criteria	S	Pre-qualification Criteria	Supporting Required
		N		
		o		
		.		
		1	The agency should be an empaneled by NICSI under the RFP NICSI/eGov Professionals/2020/11	Copy of empanelment letter
		2	Validity for the accreditation of the agency should not less than 31st March 2023.	Declaration on letter head attached
		3	Agency is not blacklisted/ debarred by NICSI or any Central/ State Govt/ PSU etc. as on last date of bid submission	Declaration on letter head attached
3)	Earnest money deposit (EMD)/ Bid Securing Declaration	The bidder shall furnish along with its bid, a Bid Securing Declaration as per the format specified under Annexure-3 in this document		
4)	Name, objectives, and description of the assignment:	As detailed in Terms of Reference (Section 7)		
5)	Number of days during which clarifications to be sought before the Bid submission date	No clarifications for the queries will be sought after the date for pre-bid as mentioned in the important date section.		
	Place of Pre-Bid Meeting	22 nd floor, Jawahar Vyapar Bhawan, Janapath, New Delhi – 1. E-mail: cbc-dopt@gov.in		
6)	Language(s) of the submitted proposals:	English The Contract to be signed with the successful Agency shall be written in the English language, which shall be the language that shall govern the contractual relations between Capacity Building Commission and the successful Agency. Reports that are part of the assignment must be written in the following language(s): English.		
7)	Bidder to state cost in the national currency:	Cost to be stated in Indian National Rupees.		
8)	Proposal Validity from the last date of Bid Submission	180 Days		
9)	Address for requesting clarifications and at which proposals in response to RFP notice are to be submitted	Mr. S.P. Roy, Director, CBC 22 nd floor, Jawahar Vyapar Bhawan, Janapath, New Delhi – 1. E-mail: cbc-dopt@gov.in		
10)	Integrity Pact	On successful selection, bidders will be required to enter into		

		an Integrity Pact with Capacity Building Commission as per Annexure 2 of this RFP.
11)	Proposals submission date:	As per Important dates table.
12)	Place of opening of proposals received in response to the RFP notice	Conference Hall, 22 nd floor, Jawahar Vyapar Bhawan, Janapath, New Delhi – 1.
13)	Bid Evaluation and Selection Methodology	<p><u>Technical Evaluation:</u> As per clause 8.2</p> <p><u>Financial Evaluation:</u> Price bid of only technically qualified bidders would be opened.</p> <p><u>Combined Evaluation:</u></p> <ul style="list-style-type: none"> ▪ QCBS – 70:30 Criteria – Technical: Financial ▪ Technical Scores will be assigned and will have a weightage of 70%. The Financial Proposals will be allotted a weightage of 30%. ▪ The total score shall be obtained by weighing the technical and financial scores and adding them up. Based on combined weighted technical and financial score, the bidder shall be ranked in terms of total score obtained. <p>The proposal obtaining the highest total combined technical and financial score will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The bidder securing the highest combined marks will be considered for award of the contract.</p>
14)	Bank Guarantee	The Performance Bank Guarantee will need to be submitted by the bidder for an amount equivalent to 3% of total work order/ contract value which shall be valid for a period of 45 days post 6 months of completion of engagement.
15)	Terms of Payment	<u>Refer Clause 7.7</u>
16)	Commencement of assignment:	On the date and at the location specified in the LoA/ Work Order/ Contract.
17)	Expected Timelines:	<u>Refer Clause 7.6</u> Bidders should provide a detailed timeline of events and deliverables including milestones.
18)	Resource Deployment	All resources are to be deployed onsite.

6. Project Background

1. Capacity Building Commission (CBC)

- i. Capacity Building Commission was constituted on 1 April 2021, by the Government of India. Its mandate is to drive standardization and harmonization across the Indian civil services landscape named as **Mission Karmayogi: National Programme for Civil Services Capacity Building (NPCSCB)**. The focus of National Programme for Civil Services Capacity Building (NPCSCB) is on promoting ease of living and ease of doing business, by considerably enhancing the citizen-government interface. This involves creation of both functional and behavioural competencies among the civil servants. The core purpose of the Commission is to build credibility and shape a uniform approach to capacity building on a collaborative and co-sharing basis.
- ii. CBC is mandated inter alia to 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

7. Terms of Reference

7.1 OBJECTIVE

The overall objective of this RFP is to hire a capable and qualified agency for Designing & Undertaking Audit of Human Resources in Select Ministries /Departments of the Government of India.

A detailed institutional HR audit is prerequisite for the preparation of Capacity Building Plans (CBPs). The audit will form a baseline of HR practices as they exist today. This As-Is assessment will help identify critical capacity gaps for a department's CBP. HR Audit exercise will especially feed the organisational and institutional goals of CBPs by identifying critical capacity gaps related to internal organisational systems and processes. The findings of HR audit and analysis will be used as the basis for developing a comprehensive capacity building initiative covering all aspects of systems strengthening as well as individual competency building. In subsequent years the audit would help in assessing the outcomes of the Capacity Building Efforts.

The overall objective of this hiring process is to hire capable and qualified consulting firms in the business domain of managing IT projects. The hired consultants shall be responsible for assisting the CBC for Human Resource (HR) Audit. Only Tier-I NICSI Empanelled Consultant will be hired.

7.2 Scope of Services:

The consultant will be required to assist the CBC in the Pilot Rollout scheduled tentatively by **August 2022** in the following five Departments/Ministries:

1. Ministry of Tribal Affairs (MoTA)
2. Ministry of Food Processing Industries
3. Department of Social Justice and Empowerment
4. Department of Expenditure

5. Department of Higher Education

The broad scope of work for consultants would entail

- (i) Preparation and finalization of survey instrument for HR Audit exercise,
- (ii) Carrying out secondary research of existing documentation for identified Ministries/department,
- (iii) Conducting pre-pilot audit exercise orientation workshop
- (iv) Undertaking data collection, data analysis and report submission sharing key findings and suggested amendments from the Audit exercise.

It is expected from the Consultant that deployment of team at CBC Office/Concerned Ministry would be such to ensure seamless implementation throughout the duration of the HR Audit Exercise.

7.3 Key Activities and Stakeholder Responsibility

As part of the audit, there are certain key activities to be undertaken and accordingly, stakeholder responsibility has also been mapped.

Phase 1: Diagnosis

This phase of activities would be the joint responsibility of CBC and the Tender Awardee where in the following are to be covered:

- Project kick-off and orientation session with the Ministry leaders
- Workshop to align on:
 - a. Outcomes from the assessment
 - b. Assessment Framework and methodology
 - c. Project plan
 - d. Discuss any adaptations to the framework specific to the Ministry

Further, Tender Awardee would be responsible for the following as part of diagnosis phase:

- Prepare and get sign-off on the questionnaire for leadership one-on-ones, Focus Group Discussions (FGDs) and Employee surveys
- Schedule and conduct four to five one on one discussions with the ministry leadership/ Department heads.
- Schedule and conduct six to seven FGDs, with the Department/Wing heads and the Establishment function heads
- Study existing documentation on vision, mission, strategic objectives of the ministry, processes, policies etc.

Phase 2: Analysis

The Tender Awardee would be responsible for the analysis phase of activities except the last part that would expect CBC team to facilitate the Ministry-level workshop for sharing report findings.

- Analyse responses from all sources (one-on-ones FGDs, Survey and document review) to arrive at a score across all dimensions.
- Qualitative data/ insights against each parameter to justify the score provided, consolidated in the form of a report.
- Conduct a workshop with the Ministry leadership/ Department/Wing heads/Establishment function heads to discuss the report and share key findings, to be under the purview of CBC team.

Phase 3: Action Planning

CBC team would be responsible for the action planning phase of activities along with the concerned Ministry officials. The Consultant would be required to:

- Build a detailed action plan with:
 - a. A list of key improvement initiatives for each sub-dimension based on the analysis of the assessment output
 - b. Target maturity scores for the ministry
 - c. Prioritize improvement initiatives based on impact and timeframe required for implementation
- Discuss and sign-off the action plan with the Ministry leadership/ Establishment function
- Concerned Ministry/Department/Organisation (MDO) would be responsible to set milestones and track progress against the action plan annually.

7.4 List of Auditable documents & sample size

The consultants would be required to undertake audit of following documents to arrive at data:

- (i) Service Books
- (ii) Transfer/Posting Orders of last 3 years
- (iii) Grievance regarding service matter
- (iv) VIP References regarding service matter
- (v) RTI related to service matter
- (vi) Any other documents regarding the subject as decided by CBC and concerned Department

Sample Size: Total manpower strength of the proposed 5 Ministries is around 2713, audit team need to assess the documents above and service book of at least 25% staff across different levels.

7.5 List of deliverables Include:

Phase 1: Preparation and Finalization of Survey Instrument

As part of this module, the Consultant is expected to prepare the survey instrument and get the same approved from CBC for administering during the Pilot Rollout of the HR Audit exercise. This would include instruments to be employed as part of the assessment plan and indicated above as part of diagnosis, including documents to be audited/ reviewed such as the service books; transfer / posting orders; grievance petitions; advances folders; VIP references etc besides the survey questions.

Phase 2: Secondary Research of Existing Documentation

This would require the Consultant to carry out the background study on vision, mission, objectives along with respective cadre management recruitment, promotion rules etc. of the concerned Ministry/Department covered under the Pilot Rollout.

Phase 3: Conducting Pre-Pilot Audit Exercise Orientation Workshop

In this module, the team deployed from the Consulting firm would work along with CBC officials to conduct an orientation workshop for Pilot Rollout Ministries/Department to clarify scope and objective of the HR Audit exercise. It would also involve familiarising the concerned representatives regarding process, approach and methodology of the Audit Framework and gather inputs for adaptations, if any required for the Ministry. Identifying concerned role holders for providing data and responses to questionnaires/survey instrument would be integral part of the workshop.

Phase 4: Audit/ Data Collection

As part of this module under the HR audit exercise, the Consultant would be required to do the following:

- a. Schedule and conduct 6-7 1:1 discussion (indicative) with the Ministry leadership/department heads (including Establishment function)
- b. Schedule and conduct 4-5 Focus Group Discussions (FGDs) with identified staff by explaining construct, questionnaire administration and submission of data requests
- c. Deployment of survey tool/questionnaire administration for capturing existing practices

Phase 5: Data Analysis and Report Submission

- a. The module would require the Consultant to analyse responses from all sources (one-to-one discussions, FGDs, questionnaires/ surveys) to arrive at a score across various dimensions covered under the HR Audit exercise.
- b. Further, all qualitative data/insights against each parameter to justify score provided, consolidated in the form a report would have to be submitted by the Consultant.
- c. The report will be presented to the CBC and further Conduct a workshop with the Ministry leadership/ Establishment function to discuss the report and share key findings
- d. It is also expected that learnings/insights obtained as part of the HR Audit Pilot Rollout exercise would be shared by the Consultant with CBC. The suggested amendments would thus be incorporated in final rollout of the HR Audit exercise across the remaining Ministries of the Government of India.

7.6 Time Frames

T=Acceptance of Work Order

S.No.	Milestone	Timelines
1	Preparation and Finalization of Survey Instrument	T+ 2 week
2	Secondary Research of Existing Documentation	T+ 4 weeks
3	Conducting Pre-Pilot Audit Exercise Orientation Workshop	T+ 6 weeks
4	Data Collection	T+ 10 weeks
5	Data Analysis and Report Submission	T+ 16weeks

7.7 Payment Terms

S. No.	Milestone	Payment terms
1	Preparation and Finalization of Survey Instrument	10%
2	Secondary Research of Existing Documentation	20%
3	Conducting Pre-Pilot Audit Exercise Orientation Workshop	20%
4	Data Collection	30%
5	Data Analysis and Report Submission	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 2 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 4 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. Substitution of key personnel will be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may be limited to not more than Three (03) of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of CBC. Replacement of first key personnel will be subject to reduction of remuneration by 10% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract. In case of the Second replacement, the reduction in remuneration will be equal to 15% and for third replacement reduction in remuneration will be equal to 20%.
9. Expenses, if any, 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.
However, the expenditure on conveyance, travel and outreach will be commensurate with the provisions of the regular employees of similar grade and as per extant government instructions in this regard.

8 Bid evaluation and selection method

8.1 Minimum qualification (eligibility) criteria

As part of the evaluation, **only NICS Tier-I empanelled vendors are eligible to apply**. The firms are required to submit a copy of NICS empanelment letter as pre-qualification documents, along with the declaration on letter head that the bidder is not debarred/ blacklisted by NICS or any of the state government/ central government agencies or PSU.

8.2 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(s) at this stage. Each evaluated Proposal will be given a technical score as per the following technical evaluation criteria. The total marks against which the bidder's submission will be evaluated is 100.

Sr No	Criterion	Technical Evaluation Criterion	Max Marks (100)
1A	Specific experience of the Consulting Agency (as a firm) relevant to scope as above	<p>Consulting Agency Bidder should have directly provided HR management/ consulting to Indian Public Sector organizations ministries /departments/ enterprises / undertakings and been involved in projects covering HR audit.</p> <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><i>(A total of up to 10 projects need to be submitted by the bidder.)</i></p> <p>Note:</p> <ul style="list-style-type: none"> • Start date must be inside last 7 years from the issue date of this RFP • Only completed projects will count • Each project must be greater than INR 50 lakhs in fees payable to the Consulting Agency Bidder at the time of award of contract. • Excludes 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. 	20
1B	Specific experience of the Consulting Agency (as a firm) relevant to scope of as above	<p>Five detailed case studies where the Consulting Agency/Bidder has directly provided HR management/ consulting to Indian Public Sector organizations ministries /departments/ enterprises / undertakings and been involved in projects covering HR audit.</p> <p>The Consulting Agency should submit a maximum 1500-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>2 marks per case study- each project to be graded</p>	10

on the basis of the description provided by the Consulting Agency and its relevance to the scope outlined in this RFP.

Note:

- "Project in response to Question 1A may be repeated".
- A maximum of 5 projects may be submitted.
- Start date must be inside **last 5 years** from the issue date of this RFP.
- Only completed projects will be considered.
- Each project must be greater than INR 50 lakhs in fees payable to the Consulting Agency Bidder at the time of award of contract.
- The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.

Evaluation will be based on the quality of the technical submission and the presentation to the technical committee. The bidder must demonstrate the following:

- Demonstration of understanding of Government working in ministries/ departments/ PSUs.
- Understanding of global best practices and implications for HR practices in Public Sector. Submit a process for creating HR Audit Plan as agency would conceive.

Breakdown of marks is as below-

• Demonstration of successfully working in transformation/organization change in Indian public sector organizations/ministries/departments	5
• Understanding of global best practices and implications for Capacity Building	5

2

Adequacy and quality of the proposal in response to the scope of work outlined as above

25

		<ul style="list-style-type: none"> Understanding of how an organization's transformation can enable the Department's vision/Journey over the next decade. 	5
		<ul style="list-style-type: none"> Practicality and relevance of the execution approach and methodology for the current assignment addressing each scope element in this document. 	5
		<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> <p>The guidelines are provided below: Project Lead (1 Lead x 11marks = 11marks)</p> <ul style="list-style-type: none"> Should have postgraduate professional qualification in business management and Organisation & Method Analysis. Minimum 10 years' experience in Indian Public sector or Private sector in strategy / organization transformation /HR practices or operating model / business process transformation change management. <p>Breakdown of marks-</p> <table border="1"> <tr> <td>Education Qualification</td> <td>2 marks</td> </tr> <tr> <td>Certifications and Training</td> <td>2 marks</td> </tr> <tr> <td>Adequacy for the Assignment (relevant experience in the sector/similar assignments)</td> <td>7 marks</td> </tr> </table> <p>Experience more than 10 years in Indian Public sector or Private sector in strategy / organization transformation / operating model /</p>	Education Qualification	2 marks	Certifications and Training	2 marks	Adequacy for the Assignment (relevant experience in the sector/similar assignments)	7 marks	45
Education Qualification	2 marks								
Certifications and Training	2 marks								
Adequacy for the Assignment (relevant experience in the sector/similar assignments)	7 marks								

HR practices or operating model/
business process transformation
change management.

10-12 years of experience- 2
marks

12-14 years of experience -4
marks

14-16 years of experience -5
marks

16 years & above experience -
7 marks

Technical Consultant

(2 Technical experts x 8 = 16 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 ministries / Knowledge Management Experts / Human Resource Experts)

- Technical consultants proposed by the bidder should have an graduate degree and experience in relevant field and a minimum work experience of 10 years (excluding 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 work and basis interactions during the bidder's presentation

Breakdown of marks

Education Qualification	2 marks
Certifications and Training	2 marks

Adequacy for the Assignment (relevant experience in the sector/similar assignments)	4 marks
Minimum experience as specified above – 1 mark	
Experience more than 2 years than the minimum overall – 1 mark maximum	
Assessment of technical relevance by committee – 2 marks	

**Management / Functional Profile
(3 Consultants x 6 marks) =18 marks**

- A team of three 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.
- 3 Resources are to be deployed. Consultants should possess MBA/ PGDM degree and experience in relevant fields and a minimum work experience of 6 years.

Breakdown of marks

Education Qualification	2 marks
Certifications and Training	2 marks
Adequacy for the Assignment (relevant experience in the sector/similar assignments)	
2 years above minimum	

	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">experience as specified above</td> <td style="width: 50%; text-align: center;">2 marks</td> </tr> </table>	experience as specified above	2 marks	
experience as specified above	2 marks			

Note: Minimum passing marks would be 60 out of 100.

8.3 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	$70 \times 70/96 = 58.33$

9 Financial Bid

The Price Bid shall be opened for technically qualified bidders only. The following methodology shall be adopted for evaluation of quoted price by Bidders -

Note: Prices shall be at NICS rates which shall also be supported by work schedule template at Annexure 13.

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 Lakh	$30 \times 08 / 12 = 20$
B	INR 10 lakh	$30 \times 08 / 10 = 24$
C	INR 08 lakh	$30 \times 08 / 08 = 30$

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. In case there is a tie, preference will be given to the bidder with higher Technical Score.

10 General Terms & Conditions

10.1 Eligibility

Bids can be submitted only by Tier-1 NICS Empanelled Consulting Agencies as stated in Pre-qualification criteria in Data Sheet in clause 5.

10.2 Earnest Money Deposit (EMD) (Bid Securing Declaration)

- a) The bidder shall furnish along with its bid, a Bid Securing Declaration as mentioned in the data sheet, the same is to be provided as per the format specified under Annexure-3 in this document.
- b) The Bid Securing Declaration shall be valid for a period of forty-five (45) days beyond the validity period of the RFP. As validity period of RFP is 180 days, the Bid Securing Declaration shall be valid for 225 days from Technical Bid opening date. "Day" means calendar day.
- c) The bid submitted without Bid Securing Declaration Form will be rejected without providing any further opportunity to the bidder concerned.
- d) The bidder shall extend the validity of the offer and Bid Securing Declaration Form on request by Capacity Building Commission.

10.3. Integrity Pact

The Bidder is required to enter into an Integrity Pact with the Client. For this, the Bidder shall submit the original signed and stamped Integrity Pact as part of an envelope titled “Integrity Pact, Authorization Letter & EMD (Bid Securing Declaration)” as per dates mentioned in the Data Sheet above, failing which, the Bid submitted by the concerned Bidder will be liable to be rejected. The format for the Integrity Pact is provided in Annexure 2 of this RFQ cum RFP.

10.4. Pre-Bid Meeting and Clarifications:

Pre-Bid Meeting

- a) Capacity Building Commission shall hold a pre-bid meeting with the prospective bidders as mentioned in “Data Sheet”.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the officer(s) mentioned in this document by email in Excel format.
- c) The queries should necessarily be submitted as per format in Annexure –1.
- d) Capacity Building Commission shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications after the indicated date and time may not be entertained by Capacity Building Commission.

Responses to Pre-Bid Queries and Issue of Corrigendum

- a. Capacity Building Commission will endeavour to provide timely response to all queries. However, Capacity Building Commission makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Capacity Building Commission undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, Capacity Building Commission may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Capacity Building Commission may, at its discretion, extend the last date for the receipt of Proposals.

10.5. Submission of proposals

- a) A three-bid system will be followed for this RFP with a Combined Quality and Cost Based Selection criterion. The three bids are
 - i. Cover 1: pre-qualification documents and Integrity Pact, Authorization Letter and EMD (Bid Securing Declaration)
 - ii. Cover 2: Technical Bid
 - iii. Cover 3: 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/eprocure/app](https://eprocure.gov.in/eprocure/app)). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates of officer duly authorized to submit the bid. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

- c) 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. The Capacity Building Commission will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)).

10.6. 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 Capacity Building Commission. In any event, the Capacity Building Commission 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 Capacity Building Commission.

10.6.1 Cover 1 – Pre-qualification documents as stated in Data Sheet; Integrity Pact, Authorization Letter, Bid Security Declaration, Certificate under Rule 144 (xi) of GFR.

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 12 .

10.6.2 Cover 2: Technical Bid

Section No.	Section Heading	Details
Section 5	Technical Bid Covering Letter	As per format provided in Annexure 7
Section 6	About Bidder	Details of the Bidder
Section 7	Technical Evaluation Criteria	Response to be in line with the requirements of Technical Evaluation Criteria. Citations need to be provided in the formats in Annexure 5
Section 8	Approach and Methodology	Clearly furnish two sections as mentioned in the Technical Evaluation Criteria
Section 9	Organization Structure & Key Resources	As per format provided in Annexure 8 of this RFP.

10.6.3 Cover 3 - Commercial Bid

Section No.	Section Heading	Details
Section 1	Commercial Bid Covering Letter	As per format provided in Annexure 9
Section 2	Commercial Bid	As per the format provided in Annexure 10

Prices shall be at NICSI rates which shall also supported by work schedule template at Annexure-13

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.

10.7. Manpower/resources related terms & conditions

- a. The manpower provided by the agency shall work as per user departments work schedule.
- b. Neither the agency nor its personnel /workmen can be treated as employees of CBC for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of CBC. The agency or its workmen shall not at any point of time have any claim whatsoever against CBC. The Agency should submit undertaking received from the respective deployed manpower in CBC / User Department regarding the same.
- c. If the User Department / CBC so recommends, a deployed resource must be replaced by the agency within a period of 10 working days.
- d. It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the agency shall be the employees of the agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between the CBC /user department and the said manpower. The Agency should submit undertaking received from the respective deployed manpower in CBC / User Department regarding the same along with Employment certificate by HR issued to those manpower/s.
- e. The manpower employed by the agency shall have no right, whatsoever, for any appointment in the CBC /user department in temporarily /ad-hoc/daily wages/regular capacity on the basis of their work in the CBC /user department.
- f. In case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s).

10.8. Language

The bid and all related correspondence and documents in relation to the bidding process shall be in English language only.

10.9. Late Bids

Bids received after the due date and time as specified in the Date Sheet for any reason whatsoever, shall not be entertained by Capacity Building Commission.

10.10. Capacity Building Commissions' Right to terminate the Process

The Capacity Building Commission may terminate the RFP process at any time and without assigning any reason. The Capacity Building Commission makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Capacity Building Commission will not be liable in any way to any person in case of termination of this Bid process except that if the EMD (Bid Securing Declaration) has been received from the Bidder prior to such termination, the EMD (Bid Securing Declaration) will be returned as promptly as possible to the respective Bidders.

10.11. Acceptance of Terms & Conditions

By responding to this RFP, bidders submit and confirm their acceptance to the Terms and Conditions of this RFP.

10.12. Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
- The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- Bid is received in incomplete form.
- Bid is received after due date and time.
- Bid is not accompanied by all the requisite documents.

- Information submitted in technical bid is found to be mis-represented, incorrect or false, accidentally, unwillingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Financial bid is enclosed with the same folder as technical bid.
- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case any one bidder submits multiple bids unless additional bids are withdrawn upon notice immediately.
- Failure of the successful bidder to agree with the Terms & Conditions of the RFP.

10.13. Contacting Capacity Building Commission

From the time of submission of RFP to the time of awarding the contract, if a Bidder needs to contact Capacity Building Commission for any reason relating to this RFP enquiry and /or its bid, it should do so only over e-mails as specified in the datasheet.

In case a Bidder attempts to influence Capacity Building Commission in its decision on scrutiny, comparison & evaluation of proposals and awarding the contract, the RFP of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by Capacity Building Commission.

10.14. Withdrawal of RFP

No bid should be withdrawn after the deadline for submission of RFP and before expiry of the RFP validity period. If a bidder withdraws the RFP during this period by any means, it will result in the vendor being disqualified from bidding for any contract with CBC for a period of one year from the date of notification.

10.15. Authentication of Bids

The Bid should be accompanied by a power-of-attorney in the name of the signatory of the Bid.

10.16. Deviations

The bidder shall not provide for any deviations in the bid. If Capacity Building Commission is of the opinion that the bid contains any deviation, then Capacity Building Commission reserves

the right to seek withdrawal of any such deviation before considering the technical and commercial bid.

10.17. Award of Contract

The contract shall be awarded to the successful Bidder determined on the basis of Combined Technical and Financial Score as laid down in section 8.3. The contract shall be awarded by way of issuance of Letter of Award (LOA) by the Client and the bidder shall immediately act upon such acceptance letter

After signing of the contract/Agreement, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

10.18. Contract Period

The terms of contract/agreement shall be for a period of one (01) year. However, the terms & conditions of the contract/agreement shall be applicable from the date of Letter of Award (LOA) and the Agency must sign the Contract within 21 days after issue of LOA.

The Bidder shall be relieved from its contractual obligation only when all the works and responsibilities are completely discharged by the Agency in accordance with the terms & conditions of the RFP/Contract.

10.19. Signing of Contract

The successful bidders will be required to execute an agreement on non-judicial stamp paper of appropriate value with Capacity Building Commission within 21 days of the date of the award letter (LOA). Format of Contract/agreement is enclosed as Volume 2 of RFP.

In case the successful bidder fails to enter into the agreement with Capacity Building Commission within 21 days, the bidder shall stand disqualified from bidding for any contract with Capacity Building Commission for a period of one year from the date of notification.

10.20. 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 11, 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 RFP. Except as otherwise provided in the RFP, no interest shall be payable on the PBG. In case the project is delayed beyond the project schedule as mentioned

in the RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in 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.

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

The bid should be accompanied by a certificate for compliance with Rule 144 (xi) in General Financial Rules (GFRs),2017 as per certificate provided in Annexure 12.

11 Terms of Business

Capacity Building Commission will award the contract to the successful bidder for implementation. The award of the contract 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.

11.1 Responsibilities

Capacity Building Commission will engage Contractor 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 Contractor from time to time. Contractor agrees to perform the services in a timely manner, and to exercise all reasonable skill and care in their performance of them.

Contractor shall provide Capacity Building Commission promptly with any information, data or documents that may reasonably be required in order to comply with obligations under the contract. Contractor shall undergo / undertake specific trainings in the format and to the extent as may be stipulated by Capacity Building Commission, including web-based modular trainings. 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.

11.2. Fees and expenses

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

11.3. Termination

Capacity Building Commission may terminate the contract immediately upon written notice to Contractor if:

- i. Contractor is unable to perform the services or have materially or repeatedly breached any of the terms of the agreement.
- ii. Contractor performs the services in a manner which is unsatisfactory to Capacity Building

Commission. Contractor 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 Contractor that Contractor be wound up or cease to carry on all or substantially all of their business.

- iii. Capacity Building Commission 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.

11.4. Intellectual Property Rights

Capacity Building Commission 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 Contractor 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 HR Audit framework. Contractor 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. Contractor hereby waives all moral rights in all jurisdictions.

Contractor 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 Capacity Building Commission or other third parties. Contractor agrees that this contract shall not operate to transfer any intellectual property rights or copyright interests in such Materials to them, and Capacity Building Commission (or their Capacity Building Commission and other third parties, as the case may be) shall continue to retain all intellectual property rights and copyright interests in such Materials.

Contractor 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.

11.5. Confidentiality

In the course of providing the Services Contractor will be privy to information of a confidential nature relating to Capacity Building Commission and Contractor may learn confidential information Capacity Building Commission's business, systems of work and other confidential information. Contractor agrees that they will use such Confidential Information only in compliance with their obligations under the concerned contract, that Contractor will not disclose such information to any third party except to the extent required by law and that Contractor 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 Contractor were a party to the contract in Capacity Building Commissions place. These restrictions do not apply to information which has entered the public domain or which has been disclosed to Contractor by a third party who is not subject to any restriction on disclosure.

11.6. Data Protection

To the extent Contractor 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, Contractor 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, Contractor represents that Contractor 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"). Contractor shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order.

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

11.7. 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.

11.8. Deliverables

All deliverables and source files will be shared with Capacity Building Commission after the modules have been signed-off. The Intellectual Property Rights for all the work products will rest with Capacity Building Commission.

11.9. Limitation of liability

a. Except conditions enumerate in Indemnity Clause, the damage caused by the empaneled agency to User Department / CBC under any work order issued pursuant to this empanelment, the empaneled agency shall be liable to end user / CBC for damage and loss to the maximum extent of the work order value. However, the total value of damages, during the period of empanelment that can be levied on the empaneled agency shall not exceed the total contract value of the work entrusted to them.

b. Empaneled Agency shall be liable for all acts of omission and commission by its employees deployed under this empanelment and User Department / CBC stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the empaneled agency or its employees.

c. Limitation of liability: In no event will empaneled agency be liable for any incidental, indirect, special or consequential costs or damages including, without limitation, downtime cost, unavailability of or damage to data; or software restoration. To the extent allowed by local law, these limitations shall apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.”

11.10. Indemnity

a. The selected agency shall indemnify and defend the CBC /User departments against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware, documents, other artefacts, deployed resources and related services or any part thereof (“Deliverables”). The selected agency shall have no obligations with respect to any claims to the extent such claim results from:

(i) the selected agency’s compliance with CBC /User departments specific technical designs, specifications, or instructions where the selected agency has notified CBC / User department in writing (with proper reasons) prior to implementation of such specific technical designs, specifications, or instructions that the implementation of such specific technical designs, specifications or instructions will result in infringement claims.

(ii) inclusion in a Deliverable of any content or other materials provided by CBC /User departments and the infringement relates to or arises solely from such CBC /User departments materials or provided material;

(iii) (modification of a Deliverable after delivery by the selected agency to CBC /User departments if such modification was not made by or on behalf of the selected agency and the claim arises solely due to such modification;

(iv) operation or use of some or all of the Deliverable in combination with materials not provided by the selected agency and the claim arises solely due to such reason; or

(v) use of the Deliverable for any purposes for which the CBC / User department have been advised in advance in writing that the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the selected agency;
or

(vi) use of a superseded release of some or all of the Deliverables or CBC /User departments“ failure to use any modification of the Deliverable furnished under the contract including, but not limited to, corrections, fixes, or enhancements made available by the selected agency provided that such modifications or new releases are made available by selected agency free of cost and the use of such modifications or new releases does not adversely impact the performance / service levels.

b. CBC /User department stand indemnified from any employment claims that the hired manpower /Resources / agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. c. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's manpower while discharging their duty towards fulfilment of the purchase orders caused by the negligence or wilful misconduct of the other Party or its agents and representatives.

11.11. Labour laws

a. The vendor shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the manpower employed thereof.

b. Wherever necessary, the vendor shall apply for and obtain license as provided under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970, and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. CBC shall not be held responsible for any breach of the license terms and conditions by the vendor.

c. The vendor shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof.

d. The vendor shall duly maintain a register giving particulars of the deployed manpower, nature of work, rate of wages, etc.

e. The vendor shall also ensure compliance to the following labour legislations:

(i) Minimum Wages Act *

(ii) Employees Provident Fund Act *

(iii) Employees State Insurance Act *

(iv) Workmen's Compensation Act, if the ESI Act does not apply *

(v) such any other law(s)/act(s) as applicable, time to time.

*Applicable as per respective state

f. The vendor shall be solely responsible to adhere to all the rules and regulations relating to labor practices and service conditions of its workmen and at no time shall it be the responsibility of CBC.

g. The vendor shall indemnify CBC against any liability incurred by CBC on account of any default by the vendor or manpower deployed by it.

h. Neither the vendor nor his workmen can be treated as employees of CBC for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of CBC. The vendor or its workmen shall not at any point of time have any claim whatsoever against CBC.

i. If the User Department / CBC so recommends, a deployed resource must be replaced by the vendor within a period of 5 working days.

j. Medical benefits should be provided by the agency to the manpower deployed.

11.12. Force Majeure

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

12 Annexures

12.1. Annexure 1- Pre-bid Queries format

Bidder shall submit all pre-bid queries in MS excel in the following format-

#	Section/ Clause Name & No.	Page No.	Statement as per tender document	Query by bidder	Reason for Query	Response by Capacity Building Commissio n
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

12.2. Annexure -2 (To be submitted on plain A4 size paper)

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 otherwiserequires, include its permitted successors and assigns) of the Second Part.

Preamble

The CBC intends to award, under laid down organizational procedures, contract for Designing & Undertaking Audit of Human Resources in Select Ministries /Departments of the Government of India_<Bidder’s Name>” through an limited 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 ContractEvaluation Committee (comprising of Technical Evaluation Committee and FinancialEvaluation Committee) /Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentionedabove.

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 connectionwith 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 whichthe 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 thesame 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

12.3. Annexure 3

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 Designing & Undertaking Audit of Human Resources in Select Ministries /Departments of the Government of India <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)

12.4. Annexure 4 - Bidder's General Information

Bidders are requested to furnish the following information and enclose along with quotation.

S.No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Name & Designation of Authorized person	
5.	Contact Name	
6.	Address	
7.	Mobile	
8.	Telephone	
9.	Email Address	
10.	Brief Description of the Organization	

Authorized Signature

Name

Designation

Stamp

12.5. Annexure 5 - 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 Client	
4.	Country	
5.	Contact Details of Client (Contact Name, Address, Telephone Number)	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence	

Authorized Signature

Name

Designation

Stamp

12.6. Annexure 6- No Deviation Certificate

<Original signed copy on company letter head>

To,

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

Dear Sir,

This is to certify that our offer is exactly in line with your limited tender enquiry/ RFP (including amendments) no. _____ dated _____. This is to certify that our offer contains no deviation on the Scope of Work, Legal or Commercial aspects in either direct or indirect form.

Sincerely,

(Authorized Signatory) Signature:

Name:

Designation:

Address:

Seal:

Date:

12.7. Annexure -7

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 Designing & Undertaking Audit of Human Resources in Select Ministries /Departments of the Government of India <Bidder's Name>”

Dear Sir,

We, the undersigned, offer to provide the services for Designing & Undertaking Audit of Human Resources in Select Ministries /Departments of the Government of India 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,

(Authorized Signatory)

Name:
Designation:
Address:

12.8. Annexure8
-Formats for submission of Profiles

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
1			

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
1				

17. Employment Record

From/To	
Client	
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:	
Client	
Main project features:	
Positions held:	
Activities performed	

12.9. Annexure 9 – Covering Letter for Commercial Bid

<Original signed copy on company letter head>

To:

The 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 to provide Designing & Undertaking Audit of Human Resources in Select Ministries/ Departments of the Government of India to Capacity Building Commission 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 enquire 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 here by 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 here by 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:

12.10. Annexure 10 – Commercial Bid Format Proposal

Name of the work: **Designing & Undertaking Audit of Human Resources in Select Ministries / Departments of the Government of India**

Quotes submitted towards providing complete solutions to Capacity Building Commission, in accordance with the scope of work and terms & conditions mentioned under Scope of Services in clause 6 and clause 7.

S.No.	Resource	Per Resource Cost, Amount in INR (A) as per NICSI Empanelment Rates (excl of taxes)	No. of Resources (B)	No. of Months (C)	Total Cost (A*B*C)
1	i. Project Lead				
	ii. Technical Consultant				
	iii. Management/ Functional Profile				
	iv. Other profile (if any)				
		Total (D)			
		GST @ ____%			
		Total Cost including taxes			

Total Cost (incl taxes) in words:

(Please Attach the Work Schedule Template Plan as per Annexure-13)

Note: 1. In case there is a requirement of any other resource or specialized skill set not mentioned in the table above, then the FTE rates for the same will be as per NICS I empanelment rates.

2. The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.

3. Prices quoted by the Bidder shall remain firm during the entire contract period and shall not be subject to variation on any account except change in applicable tax rates. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

4. Bidder must submit their financial bid for the total scope of work.

5. The prices stated per resource will remain fixed for the entire project duration.

Name:

Designation:

Stamp:

Address:

Date:

12.11. Annexure 11: 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

1. [signature, name and address]

2. [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.

12.12. Annexure12: Certificate under Rule144 (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 and Name

Seal of the Bidder

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

12.13. Annexure 13**WORK SCHEDULE TEMPLATE**

(to be provided on company letter head and to be attached with
Annexure 10 – Commercial Bid Format Proposal)

Work Plan : In this section the responding firm should propose the main activities of the assignment, their content and duration, phasing and interrelations including resources planning to be deployed and delivery dates. The proposed work plan should be consistent with the approach and methodology, showing understanding of the scope of services, deliverables as given in scope of work and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule.

The responding form is to describe the work schedule for different tasks which the responding firm plans to start and accomplish as part of the project, using the following format:

#	Activities, phases and number of resources	Weeks								
		2	4	6	8	10	12	14	16	N

The work schedule should reflect how and by when the responding firm is expected to complete the assignment for each of the component, as per the major deliverable in the scope of work of the consultant and the timelines of achieving the same as mentioned in the RFP.

Please Note: Number of man hours for each role is to be explicitly stated.

Authorized signatory with stamp and seal of company: