



GOVERNMENT OF INDIA

Capacity Building Commission

Request for Empanelment (RFE) for

Empanelment of Suitable Agencies for Assessment & Accreditation of various Central and Administrative Training Institutes Pan-India.

RFE No. 03-27/2021-CBC

Date: 27th October 2023

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DISCLAIMER

1. The information contained in this Request for Empanelment Document (hereinafter known as “RFE”) or subsequently provided to Bidders in documentary form by or on behalf of Capacity Building Commission (CBC) or any of their representatives, employees or advisors (collectively referred to as “Representatives”), is provided to Bidder(s) on the terms and conditions set out in this RFE Document and any other terms and conditions subject to which such information is provided.
2. This RFE Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal (“Bid”). The purpose of this RFE Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFE Document does not purport to contain all the information each Bidder may require. This RFE Document may not be appropriate for all persons, and it is not possible for CBC Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFE Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFE Document and wherever necessary, obtain independent advice from appropriate sources.
3. The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFE Document.
4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFE Document.

Acronyms & Definition(s)

CBC	Capacity Building Commission
RFE	Request for Empanelment
GST	Goods and Services Tax
PBG/ BG	Performance Bank Guarantee
TI	Training Institute(s)
ATI	Administrative Training Institute
CTI	Central Training Institute
CPPP	Central Public Procurement Portal
LD	Liquidated Damages
LOA	Letter of Award
LOE/ LoE	Letter of Empanelment
WO	Work Order
MSA	Master Service Agreement
MDO	Ministry/ Department/ Organization
NDA	Non-Disclosure Agreement
Bidder	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 judicial person not falling in any of the descriptions of bidders stated herein above, including any agency, branch or office controlled by such person, participating in the RFE process and offering the Services in accordance with the bid submitted by such organizations/entities pursuant to and in accordance with the terms and conditions of the RFE.
Bidder from a country which shares land border with India	means: <ul style="list-style-type: none"> 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

1. INTRODUCTION

1. This RFE is being issued for empaneling suitable and qualified agencies for assessment and accreditation of Civil Service & Administrative Training Institutes up to the national standards. CBC invites proposals from eligible bidders to be empaneled for assessment and accreditation of the training institutes.

2. Interested agencies are advised to study the RFE carefully before submitting their proposals in response to this RFE 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.

3. The RFE document is not transferable.

4. Any subsequent corrigenda / clarifications would be made available on the website of cbc: <http://cbc.gov.in> and CPP portal.

5. This RFE 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 RFE, should it become necessary at any stage.

2. DATA SHEET

1.	Tender Reference No.	03-27/2021-CBC	
2.	Important Dates	Publication of tender document	27th October 2023
		Pre bid meeting	2nd November 2023 - 3 PM
		Last date of query submission	3rd November 2023
		Last date of bid submission (E-file 1, 2, 3 & 4)	20th November 2023 - 4 PM
		Opening of bids & technical evaluation	<i>To be notified</i>
		* Bids received after the due date and time as specified above for any reason whatsoever, shall not be entertained by Capacity Building Commission.	
		* Any technical issue/ glitch while uploading the bid resulting in failure of bid submission or incorrect/ incomplete bid submission shall be the sole responsibility of bidder only. Therefore, bidders are advised to submit their bid before the due date.	
3.	Tender Inviting Authority	Capacity Building Commission	
4.	Availability of RFE documents	RFE is available on the	

		<p>1. Central Public Procurement Portal (URL: http://eprocure.gov.in).</p> <p>2. Capacity Building Commission's portal(https://cbc.gov.in/) Updates, clarifications and corrigenda (if any) shall be uploaded on both the above-mentioned websites.</p>
5.	Pre-Qualification Criteria	As per Section 7
6.	Address for requesting clarifications and at which proposals in response to RFE notice are to be opened	<p>Shri S.P. Roy, Secretary, Capacity Building Commission, 22nd floor, Jawahar Vyapar Bhawan, Janpath, New Delhi – 1. E-mail: cbc-dopt@gov.in</p>
7.	Place of Pre bid meeting	<p>Pre bid meeting link for Thursday, November 2, 2023 3:00 PM</p> <p>https://capacitybuildingcommission.webex.com/capacitybuildingcommission/j.php?MTID=m841c5c7f3b9ef8f8cb5b18aaa3b829c0</p>
8.	Performance Bank Guarantee	Performance Bank Guarantee will need to be submitted by the bidder to the CBC for the percentage, as admissible, of the total work order/ contract value issued/ signed by the CBC which shall be valid for a period of 60 days post completion of engagement period.
9.	Method of Selection	The bidders clearing the pre-qualification criteria and subsequently securing the minimum qualifying marks will be empaneled. The pre-qualification criteria is stated in clause 7.
12.	Earnest Money Deposit(EMD)	NIL. (However, the bidders need to submit Bid Securing Declaration (As per Annexure 3).
13.	Proposal Validity from the last date of Bid Submission	180 days
14.	Integrity Pact	The Bidders shall also submit the signed and stamped Integrity Pact as part of the E-file 1 titled “Integrity Pact, Authorization Letter & EMD(Bid Securing Declaration)” before the last date of submission of bid, as per dates mentioned in the Data Sheet, failing which, the Bid submitted by the concerned Bidder will be liable to be rejected.
15.	Language	The bid and all related correspondence and documents in relation to the bidding process and subsequent contract/ work order shall be in English language only.
16.	Late Bids	Bids received after the due date and time as specified in the Data Sheet for any reason whatsoever, shall not be entertained by Capacity Building Commission.
17.	Commencement of assignment	On the date and the location as indicated in the LoA/ WO/ Contract.
18.	Resource Deployment	All resources are to be deployed offsite as per the requirement of the CBC.

19.	Acceptance of Terms & Conditions	By responding to this RFE, bidders submit and confirm their acceptance to the Terms and Conditions of this tender document.
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*CBC reserves the right to vary or discontinue the process or any part thereof at its absolute discretion at any point of time.

3. CONTEXT AND BACKGROUND

- 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 behavioral 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 has been established as an independent body with complete executive and financial autonomy. It comprises of three members and is supported by an Internal Secretariat. The secretariat is headed by an officer in the grade of Joint Secretary to the Government of India designated as the Secretary to the Commission.

3.1 ASSESSMENT FRAMEWORK

- i. One of the mandates of CBC is to drive standardization, harmonization, and shared understanding of Capacity Building among training institutes. Around 1000 Pan India TIs are likely to be assessed and/ or accredited. The final list of institutes and any modification in this regard shall be conveyed to the selected bidders at the time of empanelment/ work order.
- ii. One such initiative undertaken by CBC is the development of a standard framework – National Standards for Civil Service Training Institutions (NSCSTI). The Standards have been developed after studying global and national good practices, and consultations with various knowledge partners. The Standards has 8 strategic pillars – Training Needs Assessment, Faculty development, Resource & Training targets, Trainee support, Digitalization, Collaboration, Training Evaluation, and Operations & Governance. The framework has been developed by CBC taking into consideration the best global practices. Inputs of various knowledge partners have been inbuilt into the framework. The Standards consist of best practices and will set aspirations for training institutions to strive towards excellence. This initiative will create a baseline and a standard scale of measurement for institutions to undertake a gap analysis and take measures to become world class institutions with a cross learning culture.
- iii. The Standards framework developed has 8 pillars. Each pillar consists of a set of metrics. The framework is designed to enable evaluation based on each metric across five progressive stages of maturity. The maturity model framework for Pilot implementation has already been developed and tested in 25 CTIs.

iv.



3.2 CIVIL SERVICES TRAINING INSTITUTIONS (CSTIs)

- i. **Central Training Institutes (CTIs):** These institutes provide training to officers working in the Central Government, State Governments/Union Territories, Public Sector Enterprises and Autonomous Bodies.
- ii. **Administrative Training Institutes (ATIs):** These institutes provide quality training to officers of All India and State Civil Services, State Government departments and service cadres.
- iii. **Other Training Institutes:** All training institutions under the Government of India, other than CTIs and ATIs that train civil service officers.

All of the three kinds of institutions are together called Civil Service Training Institutions (CSTIs).

4. SCOPE OF WORK

4.1. OBJECTIVE

The Capacity Building Commission has developed a portal – NSCSTI portal, (NSCSTI.org) for all Civil Service Training Institutions (CSTIs) under the Government to benchmark themselves against the Standards and gain accreditation. The overall objective of this RFE is to empanel capable and qualified agencies to support application filing, carry out training of training institutions, and assessments of the training institutions for accreditation one National Standards for Civil Services Training Institutions (NSCSTI).

The current process for accreditation on the NSCSTI portal has the following steps:

1. Registration/ Sign-up
2. Application–
 - a. Application Form - information about the institute
 - b. Framework - Self-assessment on the National Standards for Civil Service Training Institutions (The institution must upload supporting documents to justify the self-assessment)
3. Desktop Assessment - In the Desktop Assessment the documents uploaded by the institute are verified and in case of any non-conformity, the institution is asked to provide additional/correct documents, as

required.

4. Onsite Assessment - During the on-site assessment an expert visits the institution to assess the current status and check the documentation.
5. Accreditation – Based on the scores obtained after all the assessment stages, the institution is issued a certificate for accreditation.

4.2. SCOPE OF SERVICES:

1. Registration of the institutes on the portal through the virtual mode.
2. The CBC (Capacity Building Committee) /PMU (Project Management Unit) approve the application and **allocate it to the respective agency** (Agency 1, 2, 3).
3. The agency conducts training programs for the training institutes in filling on the application. This will include filling in both the Application Form and Self certification. Activities will include providing clarity on the pre-defined forms, explaining the assessment framework, making the institute understand the requisite documents that need to be uploaded for any question during the application process, and any other handholding to the institutes to successfully complete the application process.
4. The agency conducts desktop assessment of the institute. The desktop assessment will include in-depth review of the supporting documents uploaded by the institute. The agency shall raise nonconformity (NC) if there are any shortfalls in the documentation. There may be multiple rounds of non-conformity (at least 3) for clarification from the institute for closure of the stage. To gain/provide clarification of non-conformity rounds discussions should be planned with concerned institutions. The agency is expected to streamline the process and keep it seamless and transparent.
5. Onsite Assessment – A 2-day onsite visit to the institutions shall be conducted by the agency for verification of the documents of the institutions and assess their status. The team will comprise two members - one assessor nominated from CBC and one from the Agency along with secretariat support.
6. Post Assessment following deliverables to be generated for each institute:
 - I) Gap Analysis Report
 - II) Detailed Assessment Report
 - III) Scoresheet
 - IV) Quality Improvement Report (QIP) – Jointly signed by the assessment team.
7. Three months post assessment, QIP onsite visit is to be conducted by the agency as a one-day activity to mentor the institution to judge the improvements by the institute on the suggestions and feedback of the assessment team as mentioned in the QIP report. Besides the training institute, the QIP team will comprise two members - one assessor nominated from CBC, one assessor nominated from Agency or one secretariat from Agency.
8. The agency shall provide fortnightly reports on the status of the civil service training institutions.

5. METHODOLOGY

Below mentioned is the methodology that will be adopted towards implementation of assessment of the institutes:

TASK	DESCRIPTION
Assessment Framework	Framework shall be provided by CBC at the time of issuance of work order.
Tech Development	<p>A web-based portal has already been developed by CBC wherein all the concerned stakeholders will have logins and customized interface. Access/ credentials of using the portal shall be shared/ opened for the empaneled agencies for performing the tasks in accordance with the Scope or Work mentioned herein.</p> <p>It will be used for communication, displaying, and disseminating information. It would also imbibe statistical analytics across domains for each Institute and comparative analytics of Institutes across the country under different domains.</p> <p>A mobile-based application has already been developed (also available on google play store) with a feature of geo- tagging and timestamping of the photographic evidence collected. The data collection will be done digitally which includes features such as real- time data analytics, recording remarks of the assessors, offline mode functionality.</p> <p>The data collected along with evidence shall be stored instantly on the sever and will be updated on web-portal.</p>
Training of Institutes	<p>Workshops shall be conducted to equip the institutions personnel who are involved in the process of assessment such as self-assessment, application submission, desktop assessment, and site assessment.</p> <p>Training on functioning and usage of portal shall also be given which would aid in application filing, document uploading etc.</p> <p>Agency team shall handhold the personnel relating to portal queries when required.</p>
Assessor Profile & Selection	<p>Subject matter experts who are aware of day-to-day functioning of training Institute. Resumes to be submitted along with technical proposal and will be vetted by CBC.</p>
Training of Assessors	<p>An expert group of in-house assessor pool shall be developed for conducting field assessments. The assessors shall be trained on the framework & methodology for carrying out field assessments.</p> <p>The technical resource materials, approach papers and guidebook for training on the framework shall be provided by CBC team.</p>
Application Submission & Self – Assessment	<p>This includes all the activities that are essential to understand institutes as a system and to help them improve their system and process. The following activities will be undertaken for the same:</p> <ol style="list-style-type: none"> a. Submission of Information by the Institute: The institutes shall fill in the all the relevant details on the IT portal based on the framework developed. b. Uploading Documents: The institutes shall be given time to upload requisite documents on the portal. c. Self-Assessment: Self- Assessment is a tool for evaluating the status and maturity of institute’s functioning. The self-assessment report will act as reference document for external assessors to conduct the onsite assessment. The agency shall support institutes in submission of information.

Desktop Assessment & Handholding	The assessor shall conduct document review and submit the findings. The same will be communicated to institute through portal. The institute shall work accordingly on the gaps identified and re-submit the documents. Agency will help institutes by providing them guidance on the gaps identified.
On-Site Assessment	The on-site assessment will be based on the framework and different methods like tour of institute, observation of teaching-learning process, interviews etc. The assessment aids in collecting information and act as verification of the data submitted by the institutes. All the information declared/submitted by the institute will have to be backed by evidence to substantiate the claims made.

6. ROLES & RESPONSIBILITY

PARTY NAME	RESPONSIBILITY
CBC	<ul style="list-style-type: none"> • Framework • Technical Manual • Technical Faculty for technical workshops, Coordination with training institutes. • Provide Authorization letter • Access to IT portal/ mobile application <p>**Any other work as per requirement of the project</p>
Agency	<ul style="list-style-type: none"> • Conduct workshops • Plan Desktop & Site Visit for training institutes • Prepare Institute wise detailed report • Provide analytics if any. <p>**Any other work as per requirement of the project</p>
Training Institutes	<ul style="list-style-type: none"> ■ Cooperate and facilitate the Assessment & Document sharing

7. PRE-QUALIFICATION CRITERIA

The Bidder's pre-qualification bid will be evaluated as per parameters laid down below and documents required are as follows-

Sr.#	Parameters	Requirement	Supporting Documents
1	Bidder	The Bidder may apply only as a single entity. No consortiums or joint venture is allowed.	Self-certification
2	GST & PAN	The bidder must be registered under GST as on date of release of this RFE.	GST Registration Certificate and copy of PAN card (of all members/ parties if applying in consortium)
3	Legal Entity/ Registration of Company	The Applicant should be a Company registered under the Companies Act, 1956 / the Companies Act, 2013 or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a society registered under The Societies Registration Act, 1860 / a trust registered under the Indian Trusts Act, 1882 / a company as specified in section 700 of Companies Act, 1956; for at least 5 years as on 31.03.2022.	Certificate of Incorporation /Copy of Registration Certificate (of all members/ parties if applying in consortium)
4	Nature of Work	Must have hands on experience in Assessment and/ or Accreditation of Training/ Educational Institutes since (at least) the year 2018.	Self- undertaking and a copy of any two work orders starting 2018, with at least one from 2018.
5	Turnover	The Bidder must have a minimum average turnover of INR 03.00 crore in any three financial years in the last four financial years ending 2022- 23.	Statutory Auditor Certificate with UDIN number.

6	Experience	The bidder should have experience in conducting accreditation of at least 10 Training/ Educational Institutes which come under the purview of the Central/ State Government of India; or training institution of Navratna/ Maharatna PSU in the past 5 years.	Copy of Work order/ contract.
7	Not Blacklisted	The bidder should not be banned/ disqualified/ debarred/ blacklisted by any Central/ State Government Ministry/ Department or PSU and should not be under liquidation, as on the date of bid submission.	Self-declaration from the bidder on letter head of the leading firm, signed by authorized signatory.

8. PROPOSED METHODOLOGY AND CRITERIA FOR EVALUATION OF PROPOSALS

#	Marking criteria	Maximum Marks	Documents
A.	<p>Proposed manpower (Project Lead) – Employee should be on pay roll at the time of bidding Operations/Program Management Head –MBA or other relevant Post Graduate Degree</p> <ul style="list-style-type: none"> • Certification/ Degree in assessment/ evaluation/ course design/ accreditation/ monitoring- 1 mark. • With than 7-10 years of experience– 5 marks • More than 10 years of experience – 5 marks + 1 mark for each year of additional experience (up-to maximum of total 9 marks) 	10	CV certified by the concerned person on company letter head & duly signed by the authorized signatory.
B.	<p>Qualification and experience of 3 Assessors-</p> <p>Educational Qualification (3 marks)</p> <ul style="list-style-type: none"> a) Master’s degree – 1 mark b) Doctorate - 1 mark c) Certification/ Degree in assessment/ evaluation/ course design/ accreditation/ monitoring- 1 mark. <p>Relevant Professional Experience (5 marks)</p> <ul style="list-style-type: none"> a) 7-10 years’ experience- 2 marks; or b) More than 10 years of experience – 5 marks 	24	CV certified by the concerned person on company letter head & duly signed by the authorized signatory.
C.	<p>Maximum number of sample units in executing survey/ market research/ third-party audit/ geo-tagging/ certification/ assessment/ accreditation related projects in a single project in last 7 years-</p> <ul style="list-style-type: none"> i. 30 to 60- 6 marks ii. 61 – 100- 10 marks iii. 101 and above- 16 marks 	16	Work Order or Completion Certificate
D.	<p>Presentation</p> <ul style="list-style-type: none"> - Deep understanding of project- 10 - Approach & Methodology of execution and data collection- 10 - Understanding of Govt. Ecosystem- 10 - Use of tools, if any- 10 - Case Studies- (5 marks x 2 =10) <p>(2 case studies to be provided, may be repeated as given in the pre-qualification criterion)</p>	50	Presentation to be given to Committee members and submitted in pdf format duly signed by authorized signatory.
	Total marks	100	

Note:

1. Minimum Technical Score needed for qualification: 75 marks out of 100.
2. With regard to the CVs/ Resumes to be provided against Sr. No. A & B in the aforementioned technical evaluation criteria, the bidder has to give an undertaking on the company's letterhead signed and stamped by the authorized signatory stating that only the key personnel showcased in the technical proposal against this tender document shall be deployed while executing the work under this tender document.

9. ESTIMATED PAYMENT TERMS

S.No.	Deliverables	Payment %age
1.	Desktop Assessment by the Agency.	20
2.	Onsite Assessment by the agency & A1.	30
3.	Preparation of Quality Improvement Program (QIP Plan) by the agency, A1 & TI.	20
4.	Minimum 30% implementation of the QIP plan, to be validated by A2, 3 months post preparation of the QIP plan.	30
5.	Total Payment made	100 %

Nomenclature:

1. Agency means one of the empaneled agencies.
2. A1 means an independent Assessor.
3. A2 represents an expert/ a validator.
4. TI means the Training Institute whose assessment is being done.

Note: Post 3rd deliverable, agency may handhold/ provide virtual support to TI, as per requirement, in accordance with the QIP plan.

- a) The estimated timeline of all deliverables, per institute, is 6 months. Detailed timelines shall be conveyed at the time of issuance of work order.
- b) The payment shall be released within 30 days on acceptance and approval of the deliverables under this engagement by the concerned MDO/ TI or CBC, whosoever issues the work order.
- c) The agency will raise the invoice based on the billing milestones defined in the Payment Schedule in accordance with the work order. Each invoice the vendor submits should include a description of the work the agency would have performed during the period to which it relates.
- d) In case of any conflict or dispute between the assessing agency and the TI(s) with regard to score or comments, CBC will be the sole arbitrator.
- e) 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.
- f) Currency: The price is payable in local currency i.e., Indian Rupees
- g) 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.
- h) 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 would be for each TI and so any delay in this deliverable would attract LD as defined.** Only delays attributed to the selected agency will attract LD. The decision of CBC would be final in this matter in establishing attributability.

i) SUBMISSION OF PROPOSALS

Bidder should submit their bids in the format mentioned in the following sub-sections. **Bids not submitted in the prescribed formats may be liable for rejection.** If a format for specific document is not provided for in this RFE, 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.

E-file 1– - Integrity Pact, Authorization Letter, EMD (Bid Securing Declaration) & Certification under Rule 144 (xi) of GFR 2017.

Section No.	Section Heading	Details/ Documents Required
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 Security Declaration) as per Annexure 3 , validity of which shall be for a period of 45 days post the validity of this RFE i.e. 180 days, total validity being 225 days.
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 or Power of Attorney as per Annexure 13 in case bidder is applying as a consortium.
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 7
Section 5	No Deviation Certificate	As per format provided in Annexure 6
Section 6	Notice of Intent including Profile of the Bidding Firms	As per format provided in Annexure 9

E-file 2-- Pre-Qualification Bid Format

[Index/ Table of Contents: All the documents must be indexed, and page number of each criterion must be provided in Index in the pdf file submitted by the bidder under this section, as per Annexure 8]

Section No.	Section Heading	Details/ Documents Required
Section 7	Pre-Qualification Bid Covering Letter	As per format provided in Annexure 4
Section 8	Pre-Qualification Criteria documents	Criteria wise documents as required under section 7. Citations to be provided in the format (Annexure 5)

E-file 3-- Technical Bid

[Index/ Table of Contents: All the documents must be indexed, and page number of each section must be provided in Index in the pdf file submitted by the bidder under this section, as per Annexure 8]

Section No.	Section Heading	Details/ Documents Required
Section 9	Technical Proposal cum Bid and Approach & Methodology	Bid documents (including copy of presentation) in addition to documents as mentioned in Section 8 are required to be submitted.
Section 10	Experience	Citations need to be provided in the format as in Annexure 5
Section 11	Organization Structure & Key Resources	Resumes in format given in Annexure 10

E-file 4-- Commercial Bid

Section No.	Section Heading	Details/ Documents Required
Section 12	Commercial Bid Covering letter	As per Annexure 11
Section 13	Commercial Proposal	As per Annexure 12

The instructions for submitting proposals in response to the RFE are mentioned below:

1. Proposals received by any other mode other than CPP portal shall be treated as invalid and rejected. Only detailed complete proposals received prior to the closing time and date for receipt of proposals shall be taken as valid.
2. The Proposals submitted should be concise and contain only relevant information as required under this RFE document. All the pages should be properly indexed in 1st/ 2nd page of the pdf file submitted.
3. The firms / agencies submitting their proposals would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their proposals, attending any pre-proposal meeting and visiting the site or any other location in connection therewith. CBC shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.
4. The prices in the commercial bid should be inclusive of the taxes, any overhead expenditure, travel costs etc. Any expenses other than that quoted in the commercial proposal shall be solely borne by the bidding agency only.

11. RECEIPT AND OPENING OF BIDS

It is proposed to have the following e file system for this bid-

a) Stage 1: E-file 1. If contents of E File 1 are as per the conditions laid down in this RFE under Section 10 (Cover 1), E-file 2 (Pre-Qualification documents) shall be opened. If contents of E File 2 are as per Cover 2 above, CBC shall proceed for opening E File 3.

b) Stage 2: E-file 3 (Technical bid/ proposal)

The Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. On clearing the technical evaluation round as per Section 8 of this tender document, the bidder will be eligible for participation in the financial bid opening.

c) Stage 3: E-file 4 (Commercial bid/ proposal)

On scoring the minimum marks (75 out of 100) as stated in section 8 of this tender document, the agency will be eligible for next round i.e. opening of commercial bid. The bid shall be opened in CBC office through CPP portal on a pre-decided date and time which shall be published on the CBC website along with the names of the qualifying agencies.

It may be noted that-

- All the four e files shall be uploaded in the CPP portal on or before the due date and time mentioned in the Data Sheet or as updated by CBC through issuance of Corrigendum/ Addendum. Proposal received after the given deadline will not be accepted.
- The Technical Bids of only those bidders will be opened who clear the Pre-qualification stage. The Proposals will be opened by the Capacity Building Commission through CPP portal. On securing minimum marks in the technical evaluation criterion by the committee members, the technical result shall be shared with the bidders and financial proposals shall be opened through CPP portal only.
- The commercial bids of the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive or conditional in any way would be liable to be disqualified at Capacity Building Commission's discretion.

12. EVALUATION PROCESS

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

The steps for evaluation are as follows:

12.1 Stage 1: Pre-Qualification

- a) Capacity Building Commission shall start by opening the E-file 1 of the bidders.
- b) If the contents of the E-file 1 are as per requirements stated in Section 10 of this tender document and in formats as prescribed in various Annexures as mentioned complying to the terms and conditions of this RFE, the Capacity Building Commission shall open “E-file 2”. Fulfillment of each of the Pre-Qualification conditions mentioned in Clause 7 (Pre-Qualification Criteria) is MANDATORY. In case the Bidder does not meet any one of the conditions or is unable to provide relevant document, the bidder is liable to be disqualified.
- c) Response to the Pre-Qualification Requirements will be evaluated in accordance with the requirements specified in this RFE. **A checklist must be created with proper page-wise indexing of all supporting documents.**

12.2 Stage 2: Technical Evaluation

- a) E-file 3 marked as “Technical bid” will be opened only of the Bidders who succeed in Stage 1.
- b) The bidders’ technical solutions proposed in the bid document will be evaluated as per the requirements specified in this RFE and technical evaluation framework as mentioned herein.

- c) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Minimum of 75 marks must be secured by bidder to qualify and get empaneled. Failing to secure minimum marks shall lead to technical rejection of the Bid and the Bidder.

12.3 Stage 3: Commercial Evaluation

- a) All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b) The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Capacity Building Commission's discretion.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately. Taxes will be paid/reimbursed as per the terms of the Agreement.
- d) Any conditional bid would be rejected.
- e) Errors & Rectification: Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - If the Bidder does not accept the error correction, its Bid will be rejected and, the bidder shall stand disqualified from bidding for any contract with CBC for a period of one year from the date of notification.
- f) Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India (<https://doe.gov.in/sites/default/files/Predatory%20pricing%20%20Abnormally%20Low%20Bids.pdf>) and for predatory pricing and abnormally low bids evaluations. And any conditional bid would be rejected.

12.4 Stage 4: Empanelment of successful bidder through LCS

- a) On opening the commercial bids of all the bidders, the Least Amount (L1) shall be discovered.

- b) Subsequently, all the bidders shall be invited to match the L1 price within a stipulated date and time.
- c) Bidders agreeing to the least cost (L1 price) shall be empaneled by Capacity Building Commission and a letter of empanelment shall be issued in this regard to the successful bidders.
- d) The empaneled bidder/s may be required to sign a non-disclosure agreement (NDA) with CBC.
- e) On the basis of the empanelment, MDO/ TI/ CBC shall allocate/ award suitable work, after following due process, to any of the empaneled bidders or as per discretion of the competent authority.
- f) The empanelment shall initially be for a period of two (2) years. Subject to performance, the empanelment may be extended on mutual agreement for a period of another 12 months at the L1 rates only.
- g) The selected bidder is expected to commence the assignment on the date and at the location specified in the Contract/ Work Order.
- h) The change in payment terms, deliverables/ milestones and penalties for delays, if any, of the work assigned shall be intimated to empaneled vendors while awarding the work order/ contract by the CBC/ MDO/ TI.
- i) The bidder, where requested, shall provide a comprehensive report to CBC and provide clarification to queries, if any. Any gap that is found in the deliverable with respect to above, even after the sign-off, will have to be addressed by the bidder without any additional cost to CBC.
- j) No additional Out-of-Pocket expenses shall be payable unless pre-approved in writing by the concerned authority.
- k) The empanelment review committee duly appointed by the competent authority of MDO/ CBC shall review the performance of the empaneled agencies from time to time. The agencies whose performance found to be substandard or not meeting adequate quality standards as per CBC may be removed from empanelment list. CBC may at its own discretion again open the empanelment process under the same bid document at any point of time in case of insufficient numbers of empaneled agencies under the respective tiers.

l) Termination of Empanelment: CBC may at any time terminate the empanelment by giving a written notice to the firm/company without any compensation if the firm/company becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to CBC. The empanelment shall also be terminated in case of breach of any of the terms and conditions of the empanelment, at any time at the discretion of CBC.

13. CLARIFICATIONS ON PROPOSALS SUBMITTED

The applying firms/ agencies may send their queries, if any, in the format as prescribed in Annexure-I by the due date and time as mentioned in the data sheet. No queries shall be entertained after the due date and time. Pre-bid meeting date and time shall be as per the details mentioned in this tender document or any corrigenda thereof. Further, during evaluation, CBC may, at its discretion, ask the respondents for clarifications on their proposals. The firms/ agencies will be required to respond/ provide any information sought by CBC within the time frame as stipulated in the communication by CBC.

14. AMENDMENTS TO RFE DOCUMENT

At any time prior to deadline for submission of proposals, CBC may, for any reason at its own discretion, modify the dates/ terms & conditions or any other part of the RFE document. The prospective respondents are advised to visit CBC website and CPP portal regularly for updates, if any, as such amendments shall be binding on them. CBC shall not be liable for any explanation in regard to the modification.

15. EMPANELMENT OF BIDDERS

The LOE shall be awarded to the successful Bidder(s) basis the score achieved in technical evaluation criteria as mentioned in clause 8 and acceptance of the L1 rates on invitation from CBC.

After issuance/ acceptance of Letter of Empanelment, no variation or modification shall be made except by mutual written amendment signed by both the parties.

The empanelment shall come into effect on the date of signing of the letter of acceptance by the empaneled bidder. By accepting the LOE, the Selected Bidder agrees to perform the services in a timely manner on the basis of subsequent work order issued by the CBC to the empaneled bidder, and to exercise all reasonable skill and care in their performance of them. Selected Bidder shall provide any information, data or documents to CBC, that may reasonably be required in order to comply with obligations under the contract.

16. EMPANELMENT PERIOD

The validity empanelment shall be for a period of two (02) years form the date of issuance of empanelment letter to the selected bidders extendable up to a period of 12 months basis the performance and mutual agreement. The terms & conditions of the empanelment shall be applicable from the date of LoE and the Agency must send acceptance of the LoE/ Work Order/ Contract within 10 days after issue of LoE.

The Bidder shall be relieved from its obligations only when all the works and responsibilities are completely discharged by the Agency in accordance with the terms & conditions of the RFE/Contract/LoE/ Work Order.

17. CONTACTING CAPACITY BUILDING COMMISSION

From the time of publishing of this RFE to the time of awarding the contract/ LoE, if a Bidder needs to contact Capacity Building Commission for any reason relating to this RFE or have an enquiry of any kind under the purview of this RFE, it should do so only over e-mails as specified in the data sheet.

In case a Bidder attempts to influence Capacity Building Commission in its decision on scrutiny, comparison & evaluation of proposals and awarding the contract, the RFE 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.

18. WITHDRAWAL OF RFE

No bid should be withdrawn between the deadline of submission of RFE and before expiry of the RFE validity period. If a bidder withdraws the RFE 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.

19. DISQUALIFICATION

CBC may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the firm fails to meet the bidding requirements as indicated in this tender document or:

- a. Submits the incomplete proposal or after the response deadline;
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- d. Submitted a proposal that is not accompanied by required documentation or has deviations from terms & conditions as stated in this tender document or is non-responsive;

- e. Fails to provide clarifications related thereto, when sought;
- f. Submitted more than one proposal or validity of proposal submitted is not as per the RFE;
- g. Was declared ineligible/ debarred/ blacklisted by the Government of India/State/UT Government for corrupt and fraudulent practices.
- h. Financial bid is enclosed with the same folder as technical bid.
- i. Tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.

20. PERFORMANCE BANK GUARANTEE

The successful bidder shall at his own expense shall submit to CBC/ MDO/ TI an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a nationalized bank, payable on demand, on the due performance and fulfilment of the contract/ work order by the bidder.

This Performance Bank Guarantee will be for an amount, as admissible, of the total contract/ work order value issued by CBC/ MDO/ TI. Except as otherwise provided in the RFE, no interest shall be payable on the PBG. In case the project is delayed beyond the project schedule as mentioned in the RFE, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFE and two months thereafter.

The Performance Bank Guarantee shall be retained by CBC/ concerned MDO/ TI until 60 days post the completion of the assignment by the bidder and be released thereafter.

21. CONFIDENTIALITY

- i) The empaneled agency and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of Capacity Building Commission / User Department without the prior written consent of Capacity Building Commission.
- ii) The agency will ensure that no information about the software, hardware, and database the policies of the client organization are taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.
- iii) 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 under the contract, 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 the Contractor by a third party who is not subject to any restriction on disclosure.

22. DATA PROTECTION

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

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

23. FORCE MAJEURE

- a) Force majeure clause shall mean and be limited to the following in the execution of the contract/purchase orders placed by Capacity Building Commission:-
- i. War/hostilities.
 - ii. Riot or civil commotion.
 - iii. Earthquake, flood, tempest, lightning or other natural physical disaster.
 - iv. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.
- b) The agency shall advise Capacity Building Commission in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, Capacity Building

Commission reserve the right to cancel the order without any obligation to compensate the agency in any manner for whatsoever reason.

- c) Notwithstanding the provisions of the tender, the agency will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- d) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Capacity Building Commission either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- e) If a Force Majeure situation arises, the empaneled Agency will promptly notify Capacity Building Commission in writing of such conditions and the cause thereof. Unless otherwise directed by Capacity Building Commission in writing, the Agency will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. Capacity Building Commission may terminate this contract, by giving a written notice of minimum 30 days to the Agency, if as a result of Force Majeure, the Agency being unable to perform a material portion of the services for a period of more than 60 days.

24. ARBITRATION

Capacity Building Commission and the agency will make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the work order issued by the MDO/ TI/ CBC. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to sole arbitrator appointed by Secretary, Capacity Building Commission and the award of the arbitration, as the case may be, will be final and binding on both the parties. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings will be held in New Delhi, India and the courts of Delhi shall have exclusive jurisdiction to deal with any or all the disputes arising out of this contract. The language will be English.

25. GOVERNING LAW AND JURISDICTION

This RFE 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.

26. NOTICE

All notices permitted or required to be given under the provisions of this agreement shall be deemed to be sufficiently given whether written and delivered personally and/or sent to the other party by telefax and/or certified and registered air mail and/or email and/or addressed to the registered office of the other party as follows and/ or to such other party address as the party may give notice in writing. Unless otherwise provided herein, all such notices shall be deemed to have been given as of the date they are personally delivered or transmitted by telefax or email or deposited in the mail.

27. SUSPENSION & TERMINATION

Capacity Building Commission may, at any time suspend/ terminate the empanelment/ work order / contract by giving written notice of 30 days to the agency, without any compensation to the agency.

a. Suspension

Capacity Building Commission may by a written notice of suspension, suspend all payments to the empaneled agency under the contract, if the empaneled agency fails to perform any of its obligations under this contract provided that such notice of suspension shall;

- (i) specify the nature of the failure and
- (ii) Instruct the empaneled agency to remedy such failure within a specified period from the date of issue of such notice of suspension.

b. Termination for Insolvency

The agency becomes bankrupt or otherwise insolvent.

Capacity Building Commission may, at any time terminate the empanelment by giving written notice to the agency without any compensation if the empaneled agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not

prejudice or effect any right of action or remedy which has accrued thereafter to Capacity Building Commission.

c. Termination for default

1. Default is said to have occurred
 - a. If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by Capacity Building Commission.
 - b. If the agency fails to perform any other obligation(s) under the contract / work order.
2. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from Capacity Building Commission (or takes longer period in spite of what Capacity Building Commission may authorize in writing), Capacity Building Commission may terminate the contract / work order in whole or in part. In addition to above, Capacity Building Commission may at its discretion also take the following actions
 - i. Capacity Building Commission may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency shall be liable to compensate Capacity Building Commission for any extra expenditure involved towards support service to complete the scope of work totally.
 - ii. 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.
3. Such termination shall be without prejudice to any rights we might have which accrued prior to termination.

28. 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 Selected Bidder 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 for the work done and developed under the Scope of Work of this RFE document. Selected Bidder shall perform all such acts as may be reasonably necessary for the purpose of perfecting the assignment and submit to us all copyright and other intellectual property rights in the Works. Selected Bidder hereby waives all moral

rights in all jurisdictions.

Selected Bidder 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 concerned Capacity Building Commission or other third parties. Selected Bidder 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.

Selected Bidder 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. Selected Bidder shall not use the name of CBC without prior written permission from the concerned office, for any purpose.

29. LIMITATION OF LIABILITY

- a. Except conditions enumerated in Indemnity Clause, the damage caused by the selected agency to CBC under any work order issued pursuant to this RFE, the selected 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 engagement that can be levied on the selected agency shall not exceed the total contract value of the work entrusted to them.
- b. Selected Agency shall be liable for all acts of omission and commission by its employees deployed under the scope of this RFE and CBC stand and insulation against aggrieved third-party complaints against any civil or criminal actions of the selected agency or its employees.
- c. Limitation of liability: In no event will selected 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.”

30. INDEMNITY

a. The selected agency shall indemnify and defend the CBC/ concerned MDO/ TI 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/ MDO/ TI specific technical designs, specifications, or instructions where the selected agency has notified 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/ MDO/ TI and the infringement relates to or arises solely from such CBC materials or provided material;

(iii) (modification of a Deliverable after delivery by the selected agency to CBC/ MDO/ TI 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/ MDO/ TI 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 “ 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/ MDO/ TI stands 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. CBC also stands indemnified from any compensation arising out of accidental loss of life or injury sustained to/ by party’s manpower while discharging their duty towards fulfilment of the work/ purchase orders caused by the negligence or willful misconduct of the

other Party or its agents and representatives.

31. LABOUR LAWS

a) The selected agency shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the manpower employed thereof and shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof. 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 / user department.

b) The vendor shall indemnify CBC/ MDO/ TI against any liability incurred on account of any default by the vendor or manpower deployed by it.

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

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

e) Medical benefits should be provided by the empaneled agency only to the manpower deployed.

32. APPLICABLE LAW

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the agency will lead to rejection of bid/work order and forfeiture of bank Guarantee.

33. FORMS & ANNEXURE

33.1 Annexure 1 – Pre-Bid Queries

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

#	Section Name & No.	Page No.	Statement as per tender document	Query by bidder	Reason for Query
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

33.2 Annexure 2 – Integrity Pact (to be provided in A4 size plain paper)

Integrity Pact

This Integrity Pact is entered by and between

The Capacity Building Commission, having its office located Capacity Building Commission
22nd Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi 110001
of the First Part;

AND

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

Preamble

The Capacity Building Commission intends to award, under laid down organizational procedures,
contract for Empanelment of Suitable Agencies for Assessment & Accreditation of various Central
and Administrative Training Institutes Pan-India basis to _<Bidder’s Name> through an open tender
process and has issued RFE bearing number_____.The Capacity Building Commission 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) / Selected Bidder(s).

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

Section 1- Commitments of the Capacity Building Commission

- 1) The Capacity Building Commission commits itself to take all measures necessary to
prevent corruption and to observe the following principles: -
 - a) No employee of the Capacity Building Commission, personally or through family
members, will in connection with the RFE for, or the execution of the Agreement,
demand, take a promise for or accept, for self or third person, any material or immaterial
benefit which the person is not legally entitled to.
 - b) The Capacity Building Commission will during this tender process treat all Bidder(s)
with equity and reason. The Capacity Building Commission 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 Capacity Building Commission will exclude from the process all known prejudiced persons.
- 2) If the Capacity Building Commission 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 Capacity Building Commission 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 Capacity Building Commission'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 Capacity Building Commission 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 favors 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 Capacity Building Commission.
- 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 Capacity Building Commission. 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 Capacity Building Commission 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 Capacity Building Commission 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. Further, if the bidder refuses to participate in the limited tendering process or does not provide quotations when asked, 3 times consecutively, the bidder will be liable to be blacklisted by CBC.

Section 4: Compensation for Damages

- a) If the Capacity Building Commission has disqualified the Bidder from this tender process prior to the award according to Section 3, the Capacity Building Commission is entitled to disqualify the bidder from bidding for any contract with Department of Personnel & Training (DoPT) for a period of one year from the date of notification.

- b) If the Capacity Building Commission has terminated the Agreement according to Section 3, or if the Capacity Building Commission is entitled to terminate the Agreement according to Section 3, the Capacity Building Commission 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 Capacity Building Commission 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 sub Selected Bidders of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the Capacity Building Commission before signing of the Agreement with the Capacity Building Commission.
- b) The Capacity Building Commission will enter into individual Integrity Pacts with identical conditions as this one with all sub-Selected Bidders of the Vendor.
- c) Only if the Bidder has entered into this Integrity Pact with the Capacity Building Commission, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) The Capacity Building Commission 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/ sub Selected Bidder(s)

If the Capacity Building Commission obtains knowledge of conduct of the Bidder or its Sub Selected Bidder, or of an employee or a representative or an associate of the Bidder or Sub Selected Bidder which constitutes corruption, or if the Capacity Building

Commission has substantive suspicion in this regard, the Capacity Building Commission will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- a) The Capacity Building Commission 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__

The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Capacity Building Commission 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 Sub Selected Bidders of the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Sub Selected Bidder(s) of Vendor with confidentiality.

- c) The Capacity Building Commission 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 Capacity Building Commission and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
- d) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Capacity Building Commission and request the Capacity Building Commission 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.
- e) The Monitor will submit a written report to the Capacity Building Commission within 8 to 10 weeks from the date of reference or intimation to him by the Capacity Building Commission and, should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the Capacity Building Commission, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the Capacity Building Commission 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.

- f) 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 empaneled bidders 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the empaneled bidders.
- 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 Capacity Building Commission.

Section 10 – Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the Capacity Building Commission 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 Capacity Building Commission
Bidder
(Official Seal)

Place: _____

Date: _____

Witness:

(Name & Address):

For & On Behalf of the
(Official Seal)

Place: _____

Date: _____

Witness:

(Name & Address):

33.3 Annexure 3 – Bid Securing Declaration

<Original signed copy on company letter head>

Bid Securing Declaration

Date: _____

Tender No. _____

To

The Director

Capacity Building Commission

22nd Floor, Jawahar Vyapar Bhawan

Janpath, New Delhi 110001

Subject: Submission of the bid for “Empanelment of Suitable Agencies for Assessment & Accreditation of various Central and Administrative Training Institutes Pan-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)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

33.4 Annexure 4 – Pre-Qualification Bid Covering Letter

<Original signed copy on company letter head>

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

Subject: Submission of the Pre-Qualification bid for “Empanelment of Suitable Agencies for Assessment & Accreditation of various Central and Administrative Training Institutes Pan-India”

Dear Sir,

We, the undersigned, offer to execute Assessment & Accreditation of various Central Training Institutes & Administrative Training Institutes on pan-India basis with reference to your Request for Empanelment dated <insert date> and our Bid. We are hereby submitting our Pre-qualification bid documents.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake that we fulfill all the pre-qualification criterion mentioned in this tender document.

We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

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

Yours sincerely,

(Authorized Signatory)Signature:

Name:

Designation:

Address:

Seal:

Date:

33.5 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 (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.	Narrative/ description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence attached	

33.6 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 tender enquiry/RFE (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:

33.7 Annexure 7: Certificate under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.

<Original signed copy on company letter head>

To:

The Director

Capacity Building Commission

22nd Floor, Jawahar Vyapar Bhawan

Janpath, New Delhi 110001

Dear Sir,

Ref: Your RFE 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 RFE 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 Indiaand / or sub-contracting to Selected Bidders 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 Capacity Building Commission in writing, in which case we shall not sub-contract or outsource the work to a Selected Bidder from such countries,

unless such Selected Bidder is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfil all the eligibility criteria as per RFE 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, Capacity Building Commission 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', 'Selected Bidder' '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 or 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 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

Authorized Signatory M/s

.....
Signature and Name
Seal of the Bidder

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

33.8 Annexure 8: Format of Index/ Table of Contents

Sr. No.	Parameter	Name of Documents Submitted	Work Order Page Nos. (From and To)	Any other Specific detail Page No.
A)	Pre-Qualification			
1.				
	and so on...			
B)	Technical Evaluation			
1.				
	and so on...			

33.9 Annexure-9: Form 1- Notice of Intent to submit proposal in response to RFE Notice

(To be submitted on the Letterhead of the responding firm)

{Place}

{Date }

To

Director, CBC

22nd floor, Jawahar Vyapar Bhawan Janpath, New Delhi 110001

Ref: RFE Notification no . _____

Subject: Submission of proposal in response to the RFE for assessment of Central & Administrative Training Institutes for accreditation to the national standards

Dear Sir,

1. Having examined the RFE document, we, the undersigned, herewith submit our proposal in response to your RFE Notification no 03-27/2021-CBC dated 11th April 2023 for Empanelment of Suitable Agencies for Assessment & Accreditation of various Central and Administrative Training Institutes Pan-India, in full conformity with the said RFE document.
2. We have read the provisions of the RFE document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFE and all attachments, for a period of 180 days from the closing date fixed for submission of proposals as stipulated in the RFE document.
4. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
6. We understand you are not bound to shortlist / accept any proposal you receive. Our correspondence and company details with regards to this proposal are as under:

<i>S. No.</i>	<i>Item</i>	<i>Bidder's Response</i>
1.	<i>Company Name</i>	
2.	<i>Year Established</i>	
3.	<i>Incorporated in India (Yes or No)</i>	
4.	<i>Name & Designation of Authorized person</i>	
5.	<i>Contact Name</i>	

6.	<i>Email Address</i>				
7.	<i>Mobile</i>				
8.	<i>Telephone</i>				
9.	<i>Official Address</i>				
10.	<i>No. of manpower on bidder's payroll</i>				
11.	<i>Brief Description of the Organization</i>				
12.	<i>Turnover</i>	<i>Years</i>	<i>2019-20</i>	<i>2020-21</i>	<i>2021-22</i>
		<i>Turnover</i>			

We hereby declare that our proposal submitted in response to this RFE is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,
[Firm's Name]
Name
Title
Signature
Date

33.10 Annexure 10 -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	Subject	Institution	Period
1	Doctorate			
2	Post-Graduation/ Master's			
3	Graduation			

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. Current 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	
Month-Year/ Location	
Positions held	
Client	
Main project features	
Activities performed	

33.11 Annexure 11 – Covering Letter for Commercial Bid

<Original signed copy on company letter head>

To:

The Under Secretary,
Capacity Building Commission
21st Floor, Jawahar Vyapar Bhawan
Janpath, New Delhi 110001

Subject: Commercial Bid for < Empanelment of Suitable Agencies for Assessment & Accreditation of various Central and Administrative Training Institutes Pan-India >

Dear Sir/ Ma'am,

We, the undersigned, offer to provide E-learning content development services to Capacity Building Commission with reference to your RFE dated <insert date>. Our attached Commercial Bid has been prepared as per requirements specified in the RFE for Selection of Accreditation Agency to execute Assessment & Accreditation of various Central and Administrative Training Institutes Pan-India. 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 RFE document and corrigenda, if any. 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.
- We have studied the scope of work carefully and confirm that the rates have been quoted in the relevant forms as specified in the RFE and is for entire scope of work.

2. QUALIFYING DATA

We confirm having submitted the information as specified in section “Instructions to Bidders”. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time

to your satisfaction.

PERFORMANCE BANK GUARANTEE

We hereby declare that if and when the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFE document.

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

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

Thanking you, (Authorized Signatory)

Name:

Designation:

Organization:

Address:

Date:

33.12 Annexure 12: Commercial Bid Format

Name of the work: RFE for Empanelment of Suitable Agencies for Assessment & Accreditation of various Central and Administrative Training Institutes Pan-India.

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

S. No.	Parameter	Price (per Institute)	Taxes	Total
1	Desktop/ Online Assessment of Training Institutes/ Universities			
2	Physical/ Onsite Assessment for Accreditation of Training Institutes/ Universities pan India.			
	Total			

Total Amount (incl taxes) in words:

1. The selected bidder shall not be permitted to charge any separate fee for utilizing or deploying any software/tools/ licenses (VB, MS Office, JIRA etc.) obtained from any third party or any proprietary software in performance of the services under the project.
2. CBC shall scrutinize the Commercial bids of technically responsive bidders and shall discover the L1 price which shall include taxes.
3. L1 price shall be considered in both categories separately, as tabulated above.
4. Subsequently, CBC shall invite all the bidders who would have cleared the pre-qualification and technical evaluation stage with minimum 75 marks to match the L1 rates.
5. On matching the L1 rates, the bidders shall be empaneled with CBC for any future works for a period of 2 years.
6. The rates for assessment and accreditation shall remain the same for the period of 2 years till the empanelment.
7. The empanelment may be extended on mutual consent for a period of 12 months at the same rates.
8. No extra costs other than mentioned above (L1 rates) shall be payable to the agency.

33.13 Annexure 13: Power of Attorney for Lead Member of Consortium

Whereas Capacity Building Commission has invited bids from pre-qualified and short-listed parties for the ***** Project (the “Project”).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Utility, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Power Supply Agreement is entered into with the Capacity Building Commission.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(To be executed by all the Members of the Consortium)

