



सत्यमेव जयते

**GOVERNMENT OF INDIA**

**Capacity Building Commission**

**REQUEST FOR EMPANELMENT (RFE) FOR  
EMPANELING SUITABLE AGENCIES FOR CONDUCTING  
ACTIVITY BASED LEARNING PROGRAMS FOR CBC**

**RFE No: File No. 17- 18/2023-CBC**

**Dated: 21<sup>st</sup> September 2023**

## FACT SHEET

1	Language of Proposal: English
2	Earnest Money Deposit (EMD)- Bidders need to submit "Bid Security Declaration"
3	Taxes: As applicable
5	Proposals will remain valid for at least for 180 days after the last date of submission of bid
6	Bidders must submit proposals as per formats specified in this RFE
7	Proposals must be submitted no later than the following date and time: <b>12<sup>th</sup> October 2023 (6 PM), in CPP portal only.</b>
8	The tender document can be downloaded from <a href="https://CBC.gov.in/">https://CBC.gov.in/</a> ; <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

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## 1 Letter of Invitation

Capacity Building Commission (CBC) invites proposals from registered business entities for imparting activity-based learning to CBC employees and various other invitees which may include Ministries/ Departments/ Organizations (MDOs) of the Central/ State Government of India and other public/ private personnel. The programs to be designed with a strong emphasis on active engagement of the participants as the primary means of learning. Activity based learning is not traditional, lecture-based methods of education where attendees are passive recipients of information. In activity-based learning, learners are actively involved in activities, exercises and tasks that require them to apply what they've learned in practical contexts. Agencies involved in such kinds of activities, training, field, profession are invited to participate in this tender.

Agencies will be shortlisted based on the information provided by them. The agencies who qualify the eligibility criteria will be evaluated on technical evaluation criteria. CBC reserves the right to reject any or all of the responses to this RFE without assigning any reason whatsoever. CBC takes no responsibility for delay, loss or non-receipt of response to RFE.

The period of empanelment will be for two years. This empanelment duration may further be extended by 12 more months or till the project is running at the sole discretion of CBC on same terms & conditions.

## 2 Important Dates

<b>Sr.</b>	<b>Particular</b>	<b>Details</b>
1.	Issuance of RFE	<b>21<sup>st</sup> September 2023</b>
2.	Pre-bid meeting	<b>27<sup>th</sup> September 2023</b> <b>3 PM</b>
3.	Last date of submission of pre-bid queries	<b>29<sup>th</sup> September 2023</b>
4.	Last date and time for RFE Submission	<b>12<sup>th</sup> October 2023</b> <b>6 PM</b>
5.	Bid opening Date & Time	<i>To be notified</i>
6.	Technical presentation and selection of agencies	<i>To be notified</i>

Note: 1. In case of any holiday falling on any of the above dates, the next working day to the holiday will be the effective date.

2. The pre-bid meeting link is -

<https://capacitybuildingcommission.webex.com/capacitybuildingcommission/j.php?MTID=mc5e441a7da1b236d61465a5d9dfb476f>

3. All the pre-bid queries must be in the format as given in section 7.1.

4. The queries shall be answered by CBC by uploading under the tenders section in CBC website and to the bidders.

5. CBC may, at its own discretion, extend the last date of submission or cancel the tender at any stage without giving any justification or prior notice.

### **3 Background**

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). This involves creation of both functional and behavioral competencies among the various Government of India employees.

#### **3.1 Objectives:**

CBC intends to empanel agencies/ vendors with latest technological capabilities and hands on experience of activity based learning programs for public as well as private organizations. The aim of this exercise is to enhance comprehension, retention, problem-solving skills, and critical thinking capabilities in officials/ personnel (trainees).

### **4 Scope of Work**

The Government of India recognizes the significance of continuous learning and skill enhancement for its officials to ensure effective governance and optimal public service delivery. In pursuit of this goal, Capacity Building Commission seeks to empanel an agency specializing in activity-based learning methodologies. Activity-based learning, which focuses on hands-on experiences, interactive workshops, simulations, case studies, and practical application of concepts, is deemed essential for developing practical skills, critical thinking, problem-solving abilities, and fostering collaboration. The objective is to enhance the capabilities of government officials across various departments through engaging and practical learning experiences.

This Scope of Work outlines the expectations, responsibilities, and deliverables of the agency selected to execute this initiative.

To ensure the successful execution of this project, the chosen contractor shall assume responsibility

for the following tasks:

#### 4.1 Leadership Development Programs:

- Design and execute leadership development programs for various target groups, including women's leadership, middle management, and attitude re-engineering.
- Foster out-of-the-box thinking, problem-solving, decision-making, and crisis management skills.
- Guide participants in time management, goal setting, and generating synergy within teams.
- Emphasize team building, collaboration, and utilizing design thinking methodologies through simulations.

#### 4.2 Behavioral Programs:

- Offer a series of exercises using learning methods such as storytelling, simulations, case studies, and role plays.
- Implement a "learning by doing" approach to help participants apply behavioral concepts practically.
- Address topics such as managerial excellence, fostering a healthy work culture, and promoting positive behaviors.

#### 4.3 Experiential Workshops:

- Develop workshops that emphasize experiential learning, allowing participants to gain practical experience.
- Set up experiential scenarios to help participants understand and develop both behavioural and functional competencies.

## **5 Pre-qualification Criteria**

<b>Sr.#</b>	<b>Parameters</b>	<b>Requirement</b>	<b>Supporting Documents</b>
1	Single Bidder	A Bidder is required to Bid on its own and no Joint Ventures or Consortiums are permitted.	Declaration from the Authorized Signatory
2	Legal Entity/ Registration of Company	<p>1. The bidder must be incorporated and registered in India under the Indian Companies Act 1956/ LLP Act 2008 &amp; subsequent amendments thereto and should have been operating for the last 8 years.</p> <p>2. Registered under GST as on the date of publishing of the RFE</p>	<p>1. Certificate of Incorporation /Copy of Registration Certificate (s)</p> <p>2. GST Registration Certificate</p>

3	Experience	Must be in the business of imparting Trainings in the field of topics such as leadership, personality development, stress handling, motivation etc. since at least 3 years starting from 2018.	Self-certified declaration from Authorized Signatory and at least 1 work order from 2017-18.
4	Net Worth	The Bidding firm must have a positive Net Worth in at least three financial years starting from 2020-21.	Certificate from Auditors/ CA firm.
5	Annual Turnover	The bidding firm must have a financial turnover of INR 50,00,000 per annum from <b>Activity based Training Programs</b> , in last 3 financial years starting 2020-21.	Certificate from Auditors/CA firm.
6	Experience in <b>Activity based Training</b>	Must have experience Activity based training with Central/ State Government departments/ PSUs, in at least last 3 financial years.	Copy of Contract/ Work Order and Completion Certificates by Client.
7	Not Blacklisted	The bidder should not be banned/ disqualified/ debarred/blacklisted by any Central/ State Government Ministry/ Department or PSU as on the date of bid submission.	Self-declaration from the bidder on company letter head, signed by authorized signatory.

## 6 Evaluation and Empanelment Procedure

In order to empanel agencies, CBC will constitute an Evaluation Committee to evaluate the proposals submitted by agencies. During evaluation of proposals, CBC, may, at its discretion, ask the agencies for clarification on their applications. The process for empanelment is as given below.

### 6.1 Evaluation process:

Scrutiny of eligibility criteria mentioned in this RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed and stamped, qualification criteria fulfilled and all relevant papers submitted are in order as per this RFE document. The Evaluation Committee can seek additional information from the agencies, if needed. The response to the RFE not conforming to requirements, financial turnover requirement, office location and past work record etc. will be rejected.



## **6.2 Evaluation based Eligibility.**

First the eligibility criteria documents as per section 5 will be reviewed/evaluated and only those bidders who qualify the pre-qualification criterion, will be eligible for technical presentation. Technical Proposal of Bidders who do not meet the Eligibility criteria will not be opened. All the supporting documents/documentary evidence must be attached as per specifications.

## **6.3 Evaluation Criteria**

- a. CBC shall evaluate the responses of the agencies to this RFE and scrutinize the supporting documents/documentary evidence as per standard formats. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection.
- b. The decision of CBC in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with CBC. CBC may ask for meetings with the Bidders or may to seek clarifications or confirmations on their proposals.
- c. During the proposal evaluation, CBC reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFE. The Evaluation Committee (EC) constituted by the CBC shall evaluate the responses to the RFE and all supporting documents & documentary evidence as mentioned in the RFE.
- d. CBC reserves the right to check/ validate the authenticity of the information provided in the pre- qualification, technical evaluation criteria and the requisite support must be provided by the bidder in this regard, in case CBC requests any further document or clarification.

## **6.4 Technical Evaluation:**

The technical evaluation will be done on the basis of documents submitted and technical presentation, if any, by the agency. The agency is expected to submit soft copies of the documents via CPP portal.

The qualifying score will be 70 marks out of 100. The agencies who qualify in the technical evaluation will be offered empanelment with CBC. The empanelment will be for a period of 2 years, extendable up to 12 more months on mutual consent.

### Technical Evaluation Criteria

<b>S no.</b>	<b>Evaluation Criteria</b>	<b>Criteria Description</b>	<b>Max. Score</b>	<b>Supporting Document(s)</b>
1	Experience in Activity based learning in past 2 years.	No. of Projects: - 5-7 Projects – 5 marks - 8-12 Projects – 8 marks - 13 or more Projects- 10 marks	10	Copy of Work Order/ Completion Certificate from client confirming year of Completion
2	Maximum number of audiences on which the training is imparted upon at one event	Capacity Building/ Skill Building/ Activity based Training Projects with audience:  Between - 70 to 100 participants – 5 marks - 101 to 250 participants– 8 marks - 251 to 750 participants – 12 marks - Above 750 participants - 15 marks	15	Copy of Work Order/ Completion Certificate from client confirming number of attendees.
3	Profiles of key staff of the organization	3 Personnel with expertise as stated below-  <b>Experience</b> in imparting activity-based training: 4-5 years- 3 marks 5-8 years- 4 marks More than 8 years- 5 marks <b>Education:</b> Graduate- 2 marks, or Postgraduate- 3 marks, or Any Qualification/ Certification related to Imparting training- 5 marks	30	Self-certified CVs/ Resumes of 3 key staff members to be provided on company's letterhead comprising signatures and stamp of authorized signatory.
4	Presentation made to the Selection Committee	1- Understanding of the project- 10 marks 2- Approach, methodology and work plan- 15 marks 3- Any 3 case studies/ trainings in last 3 years (including sample training video links) - 20 marks	45	Presentation by the bidder and 3 case studies.

## 7 Pre-Bid Clarifications

### 7.1 Bidders Queries

- a. The Bidders will have to ensure that their queries, if any, are submitted latest by 29<sup>th</sup> September 2023.
- b. It may kindly be noted that no bid-query will be received through phone call. All queries must be submitted in writing through e-mail only at the specified e-mail ID **(cbc-dopt@gov.in)**.
- c. All the queries should necessarily be submitted in the following format in Excel:

Sr.	RFE Document Reference(s)		Query by bidder	Reason for query
	Page No.	Section No. & Name		
1.				

- d. Bidders must adhere to the above template while submitting their queries.
- e. Any requests for clarifications post the indicated date/time may not be entertained.
- f. Designated e-mail ID for submission of queries: email: **[cbc-dopt@gov.in](mailto:cbc-dopt@gov.in)**

### 7.2 Clarification to Pre-Bid Queries/Issue of Corrigendum

- a. Clarification to the queries received will be published at [www.cbc.gov.in](http://www.cbc.gov.in) (CBC Website) as per the timeline specified. However, CBC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CBC undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, CBC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFE Document by a corrigendum/Addendum.
- c. After the pre-bid conference/meeting, the Corrigendum/Addendum (if any) & clarifications will be published at the CBC website as per the timeline specified. No individual communication will be made to the queries.
- d. Any corrigendum(s)/addendum(s) published/issued shall be deemed to be incorporated into this RFE.
- e. In order to give prospective Bidders reasonable time to take the corrigendum/addendum into account in preparing their bids, CBC may, at its discretion, extend the last date for the submission of Proposals.

### 7.3 Publication/Announcement of RFE Document

- a. RFE document will be published on the following websites:

<https://cbc.gov.in> ; <https://eprocure.gov.in/eprocure/app>

### Earnest Money Deposit (EMD) -Bid Security

- a. All the Bidders shall submit "**Bid Security Declaration**" as EMD -refer Format at **Form 2**.
- b. Bids submitted without the "**Bid Security Declaration**", or any other format will be liable for rejection without providing any opportunity to the bidder concerned.
- c. **Bid Security Declaration** must remain valid for at least 45 days beyond the final bid validity period and the validity of the **Bid Security Declaration** should be extended in the event the last date of bid validity is extended.
- d. **Bid Security Declaration** of all unsuccessful bidders would go void from the final selection processes completed. The **Bid Security Declaration** of selected bidder(s) would be void upon Language.

### 7.4 Late Bids

- a. All Bidders are required to submit their bids (complete in all respects) within the time and date as specifications given in the RFE. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. CBC shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subjects will be entertained. CBC reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
- b. Given that the bid submission has to be made electronically on CPPP, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. CBC shall not entertain any bids which could not be submitted properly for whatsoever reasons within the requisite timelines.
- c. CBC may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum (on the CPPP). In such case, all rights and obligations of CBC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **7.5 Tender Validity**

The offer submitted by the bidders should be valid for minimum period of 180 days from the last date of submission.

## **8 Submission of Bid**

Proposal must be submitted at CPP portal only. No physical documents are required to be sent to CBC office. The bidder has to submit 3 e files details of which are stated below-

E-file-1: Integrity Pact, Authorization Letter, EMD (Bid Security Declaration), No Deviation Certificate, Profile of bidding firms; forms 1 to 6.

E-file-2: Pre-qualification Criteria (documents as per section 5).

E-file-3: Technical Criteria (documents as per section 6.4).

## **9 Post Empanelment Process**

- i) CBC shall award the empanelment to the selected bidder/s scoring minimum 70 marks out of 100, by issue of Letter of Empanelment (LOE) and notify the same on CBC website and reserves the right to terminate the empanelment for reasons of non -performance.
- ii) The empaneled agencies may be required to sign a NDA or Integrity pact with CBC as per direction.
- iii) The work shall be allotted to a suitable agency as per the requirement.
- iv) The selected bidder is expected to commence the assignment on the date and at the location specified in the Contract/ Work Order
- v) CBC shall invite quotes/ prices at the time of issuance of work order.
- vi) The payment, payment terms, deliverables/ milestones and penalties for delays in completion of the work assigned shall be finalized while awarding the work order/ contract by the MDO.
- vii) No additional Out-of-Pocket expenses shall be payable by MDO/ CBC unless pre-approved in writing by respective MDO/ CBC.
- viii) 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.

## **10 General Instructions to the Bidders**

### **10.1 Right to Terminate the Process**

- a. CBC may terminate the RFE process at any time and without assigning any reason. CBC

makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- b. This RFE does not constitute an offer by CBC. The bidder's participation in this process may result in CBC selecting the bidder to engage towards execution of the contract.

## **10.2 Allocation of Work**

- 10.2.1 Mere empanelment with CBC does not guarantee allocation of work. For every work requirement, CBC will circulate a Scope of Work (SOW) to its empaneled agencies. The scope of work is a brief list of activities to be undertaken by the empaneled agencies depending on requirement of CBC and events pertaining to CBC.
- 10.2.2 CBC may ask the agency to share the sequence of events/ design of the workshop/ training before the event. Necessary changes may be suggested in the document submitted by the agency in line with the requirement of CBC.
- 10.2.3 The allocation of work will be based on financial quote lowest rate (L1) as quoted by the agency. It is expected that all agencies will participate in every bidding process.
- 10.2.4 CBC reserves the right to award the work to any of the empaneled agencies, based on the merit of their credentials and financial quote for a particular program. The Evaluation Committee/ competent authority of Capacity Building Commission will be the final authority for selection of the agency.
- 10.2.5 The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the empanelment. The qualified agency shall carry out work and its obligations with due diligence, ensure in accordance with generally accepted norms, techniques and practices used in the industry. Non acceptance of the work order may result in forfeiture of Performance Guarantee and may also make the agency liable for being blacklisted by the Division.
- 10.2.6 Allocation of work shall be at the sole discretion of CBC and the decision shall be final and binding to all agencies. All expected deliverables shall be submitted to CBC within as per timeline after issuance of Work Order.

## **10.3 Quality and Deliverable timelines**

- 10.3.1 The quality of work/ event/ learning program should be of the highest standard. Successful Bidder must get program design approved from CBC before conducting the program. CBC and its representatives shall have the right to change/ modify the program structure as per its requirement.
- 10.3.2 Bidder is liable to make all amendments/improvements suggested by CBC. Once the program design is finalized, the bidder must adhere to the same and deliver as per the finalized structure. In case the Bidder fails to deliver as per CBC's requirement and instructions, within stipulated time mentioned in the work order, liquidated damages

as per the terms & conditions may be charged from the bidder.

- 10.3.3 As per the time schedule agreed between the parties for specific projects given to the empaneled agency, the agency shall submit all the deliverables on the due date as per the delivery schedule. The agency shall not disclose the program content or any information pertaining to CBC, without the CBC's prior written consent. In the event of termination of the contract, all the documents used by the agency in the execution of the project shall become property of CBC.
- 10.3.4 If any of the services performed by the agencies fail to conform to the specifications of the assigned work order or in the event of failure of the execution of work due to indifferent (such as inadequate interactions with CBC), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the Agencies and CBC decides to abort the empanelment because of such failure, then a sum up to 50% of the value of the work order may be recovered from the agencies Performance Guarantee.

#### **10.4 Completeness of Response**

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in this RFE document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications.
- b. Failure to comply with the requirements of this RFE may render the proposals submitted by Bidders as non-compliant and the Proposals may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFE.
  - ii. Submit the forms as specified in this RFE and respond to each element in the order asset out in this RFE.
  - iii. Include all the supporting documentations specified in this RFE.

#### **10.5 Change Orders:**

CBC may at any time, before completion of work under project awarded to empanelled agency, change the work content by increasing/reducing the quantities by 20% as mentioned in the work order for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agency will have to perform the work in the increased/decreased quantity on pro-rata basis within the stipulated time.

## **10.6 Right to Terminate the Process:**

CBC may terminate the RFE process at any time and without assigning any reason. CBC makes no commitments expressed or implied that this process will result in a business transaction with anyone.

## **10.7 Penalties:**

- 10.7.1 If any of the services performed by the agencies fail to conform to the specifications of the assigned work order or in the event of failure of the execution of work due to indifferent (such as inadequate interactions with CBC), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the Agencies, CBC may decide to terminate the empanelment because of such failure.

## **10.8 Payment Schedule:**

- 10.8.1 The Competent Authority will certify that the job is completed and satisfactorily and as per the work order. The payment will be made within one month after the receipt of the invoice/bill.

## **11 GENERAL TERMS AND CONDITIONS:**

The following terms and conditions are of a general nature and are given here only for the information of the Agency.

### **11.1 Nativity**

The organization must be incorporated in India as per details given under this RFE.

### **11.2 Relationship**

- a) No partnership shall be constituted between CBC and the agency by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power.
- b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.



### **11.3 Right to rejection and right to annulment**

CBC reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected agency(s) or any obligation to inform the affected agency(s) of the grounds for such decision.

### **11.4 Fraud and Corruption**

CBC requires that the agencies engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). CBC will reject the application for empanelment, if the agency recommended for empanelment, has been determined by CBC to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CBC or any personnel during the tenure of empanelment.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CBC, and includes collusive practice among agencies (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive CBC of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of items different from what is ordered on, or changes in the Scope of Work which was agreed by CBC & agency.
- (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- (e) "Collusive practices" means a scheme or arrangement between two or more agencies with or without the knowledge of the CBC, designed to establish prices at artificial, non-competitive levels;

CBC will reject an application for award, if it determines that the agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

## **11.5 Confidentiality**

Information relating to evaluation of application and recommendations concerning award of work shall not be disclosed to the agencies who submitted the applications or to other persons not officially concerned with the process. The undue use of confidential information by any agency related to the empanelment process may result in the rejection of their application.

## **11.6 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

## **11.7 Jurisdiction of Courts**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.

## **11.8 Period of Empanelment**

CBC shall empanel agencies for two years. The empanelment duration may be extended by 12 more months or till the project is running at the sole discretion of CBC on same terms & conditions.

## **11.9 Indemnity**

The agencies will indemnify CBC against any misuse of CBC Name, Brand Name - CBC logo. For any misuse of CBC name and such logos, the agency themselves will be held responsible. CBC will take necessary legal and other actions for such cases. CBC will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the agency.

- I. Termination / Withdrawal \Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- a. CBC reserves the right to withdraw/ terminate empanelment of agency in any of following circumstances:
  - i Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the agency/ organization.
  - ii Information provided to CBC is found to be incorrect;
  - iii Empanelment conditions are not met within the specified time period;
  - iv Misleading claims about the empanelment status are made;

- v Clear evidence is received that empaneled agency has breached copyright laws/ plagiarized from another source;
- b. If the agency does not execute the contract to the satisfaction of the CBC then the CBC may invoke any or all of the following clauses.
  - i Forfeit the Performance Bank Guarantee/ FDR/ Draft submitted to CBC as EMD/Security deposit.
  - ii Terminate the contract without any liability of CBC towards the empaneled agency.
  - iii Amendment at any time prior to deadline for submission of applications, CBC may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all agencies

### **11.10 Disclaimer**

(i) This RFE is not an offer by the CBC, but an invitation to receive responses from eligible interested agencies as merchandise agencies for the CBC. The CBC will empanel limited agencies who fulfill the eligibility criteria. No contractual obligation whatsoever shall arise from this process.

(ii) The evaluation shall be strictly based on the information and supporting documents provided by the agencies in the application submitted by them. It is the responsibility of the agencies to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by CBC is not provided by agency, CBC may choose to proceed with evaluation based on information provided and shall not request the agency for further information. Hence, responsibility for providing information as required in this RFE lies solely with agency.

### **11.11 Binding Clause**

All decisions taken by the CBC regarding this contract shall be final and binding on all concerned parties.

### **11.12 Agency's Integrity**

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

### **11.13 Agency's Obligations**

- a.** The Agency is obliged to work closely with the CBC's staff, act within its own authority and abide by directives issued by the CBC.
- b.** The Agency will abide by the job safety measures prevalent in India and will free the CBC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the CBC responsible or obligated.
- c.** The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.

### **11.14 Confidentiality**

1. The selected/empaneled Bidder(s) shall keep confidential all the details and information with regard to the assignment, individual information of resources including documents, employee records, systems, facilities, operations, management and maintenance of the systems/facilities.
2. CBC or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against selected/empaneled Bidder regarding any forbidden disclosure.
3. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - (a) Information already available in the public domain;
  - (b) Information which has been developed independently by selected/empaneled Bidder;
  - (c) Information which has been received from a third party who had the right to disclose the aforesaid information;
  - (d) Information which has been disclosed to the public pursuant to a court order.
4. Any handover of the confidential information needs to be maintained in a list, both by CBC & selected Bidder(s), containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
5. Notwithstanding anything to the contrary mentioned hereinabove, selected Bidder(s) shall have the right to share the Letter of Intent / work order provided to it by CBC in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

### **11.15 Forfeiture of Performance Bank Guarantee/FDR/Draft**

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

- a. When the terms and conditions of contract is breached/infringed.
- b. When contract is being terminated due to non-performance of the Successful Bidder.
- c. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final.
- i. After acceptance of the invoice along with the supporting documents, the invoice would be processed for release of payment within 30 working days after due verification of the invoice & other supporting documents.
- ii. The Tax Deduction at Source (TDS) shall be made as per the provisions of Income Tax/GST Acts and Rules, as amended from time to time and a certificate to this effect shall be provided to the selected/empanelled Bidder(s).
- iii. No Payment shall be made in advance to neither the selected Bidder nor any loan from any bank or financial institution be recommended on the basis of work award.

### **11.16 Termination of the Contract**

- i. CBC, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time of its convenience. The notice of termination shall specify that termination is for CBC convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by CBC.
- ii. If the Bidder fails to deliver material for three times consecutively, the Work Order/Contract will be cancelled.
- iii. If the bidder delays the production of material for more than 7 days at three occasions consecutively then the Work Order/Contract will be cancelled.

### **11.17 Dispute Resolution**

- i. If a dispute arises in relation to the conduct of this Contract (Dispute), parties must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
- ii. During the 14 days after a notice is given (or longer period if the parties to the Dispute

agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction at New Delhi, Delhi. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re- enactments thereof. Arbitration Proceedings shall be conducted in English. The Arbitration proceedings, its seat and venue will be held at the jurisdiction at New Delhi, Delhi. Any legal dispute will come under the sole and exclusive jurisdiction of courts at New Delhi, Delhi.

#### **11.18 Force majeure**

- i. For the purposes of this Engagement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include:
  - a. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
  - b. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Engagement, and avoid or overcome in the carrying out of its obligations hereunder.

- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

## Form 1: Technical Bid Cover Letter

<Original signed copy on company letter head>

The Secretary  
Capacity Building Commission  
22<sup>nd</sup> Floor, Jawahar Vyapar Bhawan  
Janpath, New Delhi 110001

**Subject:** Submission of the bid for empaneling suitable agencies for conducting activity-based learning programs etc. for CBC <Bidder's Name>"

Dear Sir,

We, the undersigned, offer to provide the services for conducting activity based learning programs for CBC Request for Empanelment dated <insert date>. We are hereby submitting our Technical Bid for your perusal.

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

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

Yours sincerely,

(Authorized Signatory)

Name:  
Designation:  
Address:



**Form 2: Bid Security Declaration**

<Original signed copy on company letter head>

*Bid Securing Declaration*

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To,

The Secretary  
Capacity Building Commission  
22<sup>nd</sup> Floor, Jawahar Vyapar Bhawan  
Janpath, New Delhi 110001

**Subject:** Submission of the bid for conducting activity-based learning programs for CBC  
<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)

### Form 3: Profile of Bidding firm

Bidders are requested to furnish the following information-

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

Authorized Signature

Name

Designation

Stamp

This Integrity Pact is entered by and between

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

**AND**

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

#### **Preamble**

The CBC intends to award, under laid down organizational procedures, contract for Request for Empanelment (RFE) For Empaneling Suitable Agencies For Conducting Activity Based Learning Programs For CBC\_<Bidder's Name>" through a tender process and has issued RFE bearing number ..... The CBC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Vendor(s) / Contractor(s).

In order to achieve these goals, the CBC wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint 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 CBC***

- 1) The CBC commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the CBC, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

*Section 2- Commitments of the Bidder*

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

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

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

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

#### *Section 4: Compensation for Damages*

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

#### *Section 5: Previous Transgression*

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

#### *Section 6: Equal treatment of all Bidders*

- a) The Bidder undertakes to demand from all subconsultants of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the CBC before signing of the Agreement with the CBC.
- b) The CBC will enter into individual Integrity Pacts with identical conditions as this one with all sub-consultants of the Vendor.
- c) Only if the Bidder has entered into this Integrity Pact with the CBC, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) The CBC will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

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

If the CBC obtains knowledge of conduct of the Bidder or its Subconsultant, or of an employee or a representative or an associate of the Bidder or Subconsultant which

constitutes corruption, or if the CBC has substantive suspicion in this regard, the CBC will inform the same to the Vigilance Officer in the Capacity Building Commission.

*Section 8: Independent External Monitor/Monitors*

- a) The CBC appoints \_\_\_\_\_ as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to the.....
- c) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the CBC including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subconsultants of the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Subconsultant(s) of Vendor with confidentiality.
- d) The CBC will provide to the Monitor enough information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the CBC and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
- e) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the CBC and request the CBC to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f) The Monitor will submit a written report to the CBC within 8 to 10 weeks from the date of reference or intimation to him by the CBC and, should the occasion arise, submit proposals for correcting problematic situations.
- g) If the Monitor has reported to the CBC, a substantiated suspicion of an offence

under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the CBC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

h) The word 'Monitor' would include both singular and plural.

*Section 9– Pact Duration*

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

*Section 10 – Other provisions*

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the CBC first above written, i.e. New Delhi.
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

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

*Place:* \_\_\_\_\_

*Date:* \_\_\_\_\_

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

**Place:** \_\_\_\_\_

**Date**



### Form 5: Projects Experience (Last three Years)



No	Name of the Agency	Work Order Details with date	Year	Amount	Details of Program

## Form 6: No deviation Certificate

<Original signed copy on company letter head>

To,

The Secretary  
Capacity Building Commission  
22<sup>nd</sup> 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: