

Notice Inviting Tender

The President of India, through Additional Director General, National Academy of Customs, Indirect Taxes & Narcotics, Delhi Zonal Training Institute invites proposals (hereinafter referred as the 'bid(s)') for Design, Development and Implementation of Mission '*Karmayogi*' on Behavioural Sensitization for effective grievance handling/redressal for citizen centric civil services in CBIC.

Tender Document

DESIGN, DEVELOPMENT AND IMPLEMENTATION OF MISSION 'KARMAYOGI' ON BEHAVIORAL SENSITIZATION FOR EFFECTIVE GRIEVANCE HANDLING/REDRESSAL FOR CITIZEN CENTRIC CIVIL SERVICES IN CBIC

Tender No. – 02/2023-24

Start date – 01.01.2024

Closing date and time for submission of bid – 22.01.2024

Pre-bid queries reach date – 10.01.2024

**NATIONAL ACADEMY OF CUSTOMS, INDIRECT TAXES & NARCOTICS,
DELHI ZONAL TRAINING INSTITUTE
ADDRESS - NACIN COMPLEX, SECTOR 29, FARIDABAD 121008**

Disclaimer

This tender document is issued by National Academy of Customs, Indirect Taxes & Narcotics, Delhi Zonal Training Institute, Sector 29 Faridabad (NACIN ZTI Delhi) for service contract towards selection of company/firm/agency for design, development and implementation of Mission *Karmayogi* on behavioural sensitization for effective grievance handling/redressal for citizen centric civil services in CBIC.

Whilst the information in this tender has been prepared in good faith and to the best of knowledge of NACIN ZTI Delhi, the information contained in this tender is indicative.

Each Party must conduct its own analysis of the information contained in this tender to correct any inaccuracies therein and is advised to carry out its own due diligence into the proposed Project. Each Party must conduct its own analysis of the regulatory regime which applies thereto, and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the proposed Project. Neither NACIN ZTI Delhi nor any of its officers or employees, nor any of their advisers nor company/firms shall be responsible for any direct or indirect loss or damage arising out of or for use of any content of the tender in any manner whatsoever.

This tender includes certain statements, estimates and projections with respect to proposed Project. Such statements, estimates and projections reflect various assumptions made by the management, officers, employees and company/firms, which (the assumptions and the base information on which they are made) may or may not prove to be 100% accurate. No representation or warranty is given to the reasonableness of the projections or the assumptions on which they may be based and nothing in this tender is, or should be relied on as, a promise, representation or warranty. NACIN ZTI Delhi shall be the sole and final authority with respect to qualifying a bidder through this tender. The decision of NACIN ZTI Delhi in selecting the company/firm/agency who qualifies through this tender shall be final and NACIN ZTI Delhi reserves the right to reject any or all the bids without assigning any reason thereof. NACIN ZTI Delhi further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project. NACIN ZTI Delhi may terminate the tender process at any time without assigning any reason and upon such termination, NACIN ZTI Delhi shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

Contents

Chapter	Description	Page No.
1	Introduction	7
2	Scope of Work	8-9
3	Deliverables	9-10
4	Project Timelines and Implementation Framework	11-12
5	General instructions related to bidding	13-23
6	Special Conditions of Contract	24-33
7	Annexures	34-47
8	Integrity Pact	48-52

Abbreviations

Abbreviation	Full Form
CPPP	Central Public Procurement Portal
BG	Bank Guarantee
Col	Certificate of Incorporation
DD	Demand Draft
EMD	Earnest Money Deposit
GST	Goods and Services Tax
GSTIN	Goods and Services Tax Identification Number
INR	Indian National Rupee
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PSU	Public Sector Undertakings
MIS	Management Information System
NACIN ZTI Delhi	National Academy of Customs, Indirect Taxes & Narcotics, Delhi Zonal Training Institute
CBIC	Central Board of Indirect Taxes & Customs

Definitions

The following terms wherever used will have the following meanings (unless the context otherwise requires):

- **“Contract order”** means the contract together with all the Schedules and the contents and specifications of tender document and in all the attached schedules and any addendums, corrigendum issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of the contract.
- **“Authorized Representative of the bidder”** shall mean any person(s) authorized by the bidder to represent bidder’s interest for this project.
- **“Bidder”** means any firm or company or agency offering the solution(s), service(s) and/ or materials asked for in this tender. The word Bidder, when used in the pre-award period shall have the same meaning as Bidder, and when used post declaration of successful bidder shall mean the successful bidder, also called ‘Firm’, with whom ‘NACIN ZTI Delhi’ will sign the Contract. **“Gol”** shall mean Government of India.
- **“Deliverables”** means the products, infrastructure and services agreed to be delivered by the Firm in pursuance of this agreement to deliver the scope of work elaborated in the tender document including all associated documentation.
- **“Performance Guarantee” or “Performance Bank Guarantee”** shall mean the guarantee provided by a Nationalized Bank/Scheduled Bank to NACIN ZTI Delhi on behalf of the successful Bidder for the amount specified in “Payment Terms and Schedule”.
- **“Party”** shall mean NACIN ZTI Delhi or Bidder individually and **“Parties”** shall mean NACIN ZTI Delhi and Bidder collectively.
- **“Rates/Prices”** means prices of supply of services inclusive of all applicable taxes, quoted by the Bidder in the Financial Bid submitted by him and/or mentioned in the Contract.
- **“Services”** means the work to be performed by the successful pursuant to this Contract, as detailed in the Scope of Work in chapter 2 of this tender document.
- **“Bid”** shall be used synonymously with **“Proposal”** and shall mean an offer by the bidder in response to this tender to fulfil the requirements of NACIN ZTI Delhi.

CHAPTER 1: INTRODUCTION ABOUT THE PROJECT/SERVICE

The National Academy of Customs, Indirect Taxes & Narcotics is the apex training institute of CBIC. It equips young officers with the necessary knowledge and skill sets required for a responsive & effective tax administration. A comprehensive training curriculum, a conducive environment and a lush green campus welcomes the trainees as they commence their journey in the service of the Nation. NACIN also ensures capacity building of serving officers through training courses, interactive workshops and seminars to provide exposure to the evolving imperatives & to the best practices, nationally and globally.

Further, NACIN is proposing to formalize a citizen centric Capacity Building Plan for the officers and staff of CBIC through sensitization of officers, especially those in the field and at cutting edge levels in behavioural aspects of their functional & domain competencies. It will enable these officers to handle domain work & discharge public duties so that public grievances can be effectively tackled and to ensure effective service delivery with utmost sensitivity. On the other hand, institutionally it will help in doing root cause analysis of grievances, frictions and go a long way in grievance minimisation on one side and effective handling of grievances on the other side so that whole of Government approach **manifest**.

The citizen centricity objective is sought to be achieved through the Large-Scale Interventions (LSI) which are used for inducing sustainable behavioural changes within the public servants for improving interactions with citizens for better Citizen experience (Citizen-centricity) and re-awakening aspiration to serve (Seva Bhav) by sensitizing them to the ideal of a *Karmayogi*, the value of living this ideal, and how to practice this ideal. Further, NACIN ZTI Delhi has been given responsibility for trainings related to Mission *Karmayogi* across CBIC formations.

This tender is issued by NACIN ZTI Delhi for service contract towards selection of bidder for design, development and implementation of Mission *Karmayogi* for the officers of CBIC. The primary objective of this tender is to seek proposals from the bidders, through which, NACIN ZTI Delhi shall select a bidder with capabilities to “Design, develop and implement Mission *Karmayogi* programme on behavioural sensitization for effective grievance handling/redressal for citizen centric civil services in CBIC”. The bidder will also develop a module /model for impact assessment and do a capacity transfer to any third party which is selected, in carrying out the same.

The intervention will be in a cascade format. The bidder is to train master trainers of CBIC (approx. 300 trainers), by designing training module for 05 days who would further train down the line to staff across various formations of CBIC, numbering approx. 32,000 for 03 days using training module designed by bidder. Furthermore, the bidder will ensure consistent quality of delivery to the entire staff/officers being trained.

NACIN ZTI Delhi is looking forward to implement the work as outlined in this tender as per the industry best practices. The tender intends to bring out the details with respect to scope of work that are deemed necessary to share with the interested bidders.

CHAPTER 2: SCOPE OF WORK

The scope of this project includes the design, development, delivery/deployment and satisfactory implementation of Mission *Karmayogi* on behavioural sensitization for effective grievance handling/redressal for citizen centric civil services in CBIC. The bidder will also prepare a comprehensive Impact Assessment Report/modules which will dovetail into impact assessment findings consisting of pre-training and post-training studies (Pre-assessment & Post-assessment studies) to study the impact of the intervention. NACIN ZTI Delhi will engage a third-party for conducting an independent study of the Impact assessment findings and the bidder is required to support the third-party agency in carrying out the Impact assessment of the project. The exercise aims to achieve citizen-centricity in the delivery of services to improve the responsiveness and quality of services delivered to citizens and build trust in them.

1. For the success of this project, the selected bidder will carry out:
 - a. Primary research to study typical interactions with citizens and attitudes to work among the target group and conduct analysis on any citizen survey data/ complaints data already available with CBIC.
 - b. Design and development of an effective and result oriented capacity building program that will help CBIC staff adopt customer centric mindsets / behaviours, focused on four universal competencies - taxpayer orientation, timely delivery of services, communication & problem solving.
 - c. E-module of the training contents including booklet on Ethics will be created and uploaded on i-GOT digital platform. The Master trainers shall be trained on the same content.
 - d. The lectures/trainings given to Master trainers to be recorded and these recording shall be provided to NACIN. Further, the selected bidder shall edit these recordings as per the requirement of NACIN. Broadcasting of training modules/videos/content and messages of eminent speakers to be uploaded on the app.
 - e. Do the capacity transfer to Master trainers so that they can deliver the programs to rest of the staff. Assessment of the Master Trainers on the understanding, delivery and effectiveness of the modules.
 - f. Provide all necessary support services that will enable Master trainers to deliver the programs seamlessly and effectively to the participants and within the given time frame. Support will include quality assessment of trainers and support to trainers to maintain quality levels during deployment, and regular generation of reports on progress.
 - g. Design and Development of an app for all the 300 Master trainers, approx. 32000 CBIC staff and supervising team for sharing best practices for motivation and encouragement of others.
 - h. Provision of licenses for additional Master Trainers and staff of CBIC as per requirement of NACIN ZTI Delhi, post completion of training programme.
 - i. Provision of dedicated Helpline for IT and other operational issues pertaining to training.
 - j. Preparation of a comprehensive Impact Assessment Report/modules which will dovetail into impact assessment findings consisting of pre-training and post-training studies (Pre-assessment & Post-assessment studies) of 300 Master trainers and approx. 32,000 staff of

CBIC. Thereafter, carry out a capacity transfer of impact assessment module/ model to the Third-Party impact assessment agency, engaged by NACIN ZTI Delhi to conduct the impact assessment programme and preparation of a comprehensive Training Report on such assessment.

- k. Provision of a reinforcement package & follow up for a defined time frame.

CHAPTER 3: DELIVERABLES

The bidder shall deliver the below-listed deliverables to NACIN ZTI Delhi as part of an assurance to fulfil the obligations under the contract of this tender. The List of the deliverables given below may not be exhaustive and the Bidder is responsible to provide all those deliverables which may be specified in this tender but not listed here and those proposed by the bidder in their proposal in response to this tender.

- i. Training need Analysis Report based on primary research conducted by the bidder and analysis of any citizen survey data/ complaints data available with CBIC.
- ii. Development of the program modules/videos/content for the identified staff aimed at customer centricity cum mindset change duly taking into account the inputs from the survey results and report thereon. The program modules/videos/content, relevant documents and relevant MIS reports shall be submitted to NACIN ZTI Delhi. The content should be made available in Hindi and English for this training with mode of instruction to be such that the diverse audiences can completely understand it, for the identified approx. 32,000 staff - aimed at ethical governance cum mind-set change. Where physical materials/ booklets need to be used in the face-to-face interactions, the digital copy of the materials/ booklets will be provided to NACIN ZTI Delhi and NACIN ZTI Delhi will take prints of the digital copy as per its requirement. Broadcasting of training modules/videos/content and messages of eminent speakers to be uploaded on the app.
- iii. The bidder shall help in the selection and capacity building of 300 master trainers as per Scope of work. The bidder shall impart a 05 days physical training to Master Trainers as per Scope of work , for their capacity building.
- iv. The program will be delivered to field staff by the Master Trainers selected from CBIC personnel by using the 03 days training module developed by bidder. The bidder shall also continually monitor and support these Master trainers in the effective delivery of the programme to the participants, within the given time frame.
- v. The bidder shall not only train and develop 300 Master trainers for NACIN ZTI Delhi for the primary delivery of the program but shall also continually monitor and support these Master trainers in the effective delivery of the content in a given time frame to approximately 32000 field officers of CBIC, during the 03 days training programme.
- vi. Assessment of the Master trainers and their certification to ensure successful delivery of training to the rest approx. 32,000 staff.
- vii. Monitoring the training, with regular generation of reports on progress of Training of Master Trainers and other CBIC Officers.

- viii. Design and Development an app for all the 300 Master trainers, approx. 32000 CBIC staff and supervising team.
- ix. Provision of licenses for additional Master Trainers and staff of CBIC as per requirement of NACIN ZTI Delhi for conducting the programme post completion of programme.
- x. Provision of dedicated Helpline for IT and other operational issues pertaining to training.
- xi. Provision of support services to ensure consistent quality of delivery of program for all approx. 32,000 staff.
- xii. To measure overall impact - Preparation of a comprehensive Impact Assessment Report/modules which will dovetail into impact assessment findings consisting of pre-training and post-training studies (Pre-assessment & Post-assessment studies) of 300 Master trainers and approx. 32,000 staff of CBIC. Thereafter, carry out a capacity transfer to the Third-Party impact assessment agency, engaged by NACIN ZTI Delhi to conduct the same. The programme content, relevant documents and relevant MIS reports shall be submitted to NACIN ZTI Delhi and will become NACIN ZTI Delhi's property.
- xiii. Provision of a reinforcement package & Follow up for a defined timeframe.

Deliverable Sign-off

The bidder, where requested, shall explain the deliverables to and provide clarifications to their queries. All the responsibilities with respect to the requirements in the tender or NACIN ZTI Delhi's processes will be the responsibility of the bidder. Any gap that is found in a deliverable with respect to the above, even after the sign-off, will have to be addressed by the Bidder without any additional cost to NACIN ZTI Delhi.

Note: 1. The deliverables or modules (to be implemented as part of solution which have been listed) are more of a reflection of the areas to be addressed rather than the specific deliverables or modules to be implemented as part of Solution. So, the bidder is required to make an assessment of the deliverables/modules to be designed within the proposed Solution, as detailed in scope of work. However, any changes to the assumptions of the bidder in terms of the deliverable/modules, as long as the processes remain the same will not be treated as a change in scope.

2. The work plan that the bidder shall submit as part of the bid documents, shall clearly lay down how the bidder proposes to design, develop and implement the required solution under the scope of work laid down in Chapter 2 of this tender document, elucidating their approach to the above listed deliverables.

CHAPTER 4: PROJECT TIMELINES AND IMPLEMENTATION FRAMEWORK

1. **Phases of implementation:** The implementation of this project is comprehensively divided into 4 phases. These phases may run sequentially or simultaneously, depending on their interdependencies.

1.1. **Research Phase:**

- (a) Analysis of any citizen surveys already carried out by CBIC and citizen complaints data provided by NACIN ZTI Delhi.
- (b) Independent study on typical interactions and flashpoint faced with different types of customers and situations.
- (c) Independent study of attitudes to work, and mental factors shaping those attitudes among target group.

The activity is to be carried out **within 30 days** from date of issue of Contract Order.

1.2. **Design and development Phase:** The design and development of the module of citizen / customer centricity programs, aimed at Customer Centricity and Mindset Change. The bidder shall deliver the list of modules/ deliverables that it deems should be part of the solution and their design, implementation, and deployment timeline in their detailed work plan. The content should be available in English and Hindi. Design and development of the course content and app is to be carried out **within 90 days** from date of issue of Contract Order.

1.3. **Deployment Phase:**

- a) The training of 300 Master Trainers at NACIN ZTI Delhi & other sites identified by NACIN ZTI Delhi for 05 days shall be completed by the personnel of the successful bidder through a week program. The bidder shall continually monitor and support these trainers in the effective delivery of the programme to be designed by the bidder for 03 days duration, to the participants, within the given time frame.
- b) A dedicated Helpline for IT and other operational issues pertaining to training will be provided before starting the training to Master Trainers and it will continue till 08 months from the contract order.
- c) Monitoring deployment related to training with regular generation of reports on progress of Training of Master Trainers and Training of Field Officers.
- d) Provision of support services to Master trainers to ensure consistent delivery of program to approx. 32,000 staff through 03 days training module designed by the bidder.
- e) Assessment of the Master Trainers on the understanding, delivery and effectiveness of the modules
- f) Provision of digital licenses for Master Trainers and Field Officers as per requirement on successful completion of training.

The deployment phase is expected to be completed in a **90 day** period after the Design and development phase

1.4. **a) Reinforcement Phase:** On completion of deployment, the bidder will make available a reinforcement package to NACIN ZTI Delhi for **60 days** post completion of deployment phase. This shall include editing and broadcasting of training modules/videos/content and messages of eminent speakers to be uploaded on the app. Such messages shall be repeated on weekly basis, till 08 months from date of contract order.

b) Impact Assessment: The bidder will prepare a comprehensive Impact Assessment Report/modules which will dovetail into impact assessment findings consisting of pre-training and post-training studies (Pre-assessment & Post-assessment studies) of 300 Master trainers and approx. 32,000 staff of CBIC. Thereafter, the bidder will carry out capacity transfer of the impact study to the third-Party impact assessment agency as engaged by NACIN ZTI Delhi. The impact

assessment design & development module will be completed within **210 days** from the date of issue of Contract Order

Bidder to design a roadmap for the above phases in consultation with NACIN ZTI Delhi to ensure that the above timeline is met.

2. Liquidated Damages and SLAs

- 2.1. In case of any delay in the execution of the contract beyond the stipulated time schedule including any extension permitted in writing, NACIN ZTI Delhi reserves the right to recover from the successful bidder a sum equivalent to 0.5% of the value of the delayed deliverable of work for each week of delay and part thereof subject to a maximum of 10% of the value of the contract.
- 2.2. Alternatively, NACIN ZTI Delhi reserves the right to get the services delivered from elsewhere at the sole risk and cost of successful bidder and recover all such extra costs incurred in procuring the services from the successful bidder, including encashment of PBG or any other sources etc. Alternatively, NACIN ZTI Delhi may cancel the order completely or partly without prejudice to their right under the alternatives mentioned above by NACIN ZTI Delhi team (including any top up research that may be required)

CHAPTER 5: GENERAL INSTRUCTIONS RELATED TO BIDDING

1. Instructions to Bidders

- i. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must carry out due diligence to propose a comprehensive solution meeting all project requirements.
- ii. All information supplied by Bidders must be treated as contractually binding on the Bidders, on successful award of the assignment by NACIN ZTI Delhi based on the terms and conditions of this tender.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NACIN ZTI Delhi. Any notification of preferred bidder status by NACIN ZTI Delhi shall not give rise to any enforceable rights by the Bidder. NACIN ZTI Delhi may cancel this tender at any time prior to signing a formal contract.
- iv. This tender supersedes and replaces any previous public documentation & communications made by NACIN ZTI Delhi related to this project, and Bidders should place no reliance on such communications.

1.1 Eligible Bidders

- i. The bid for this contract will be considered only from those bidders who are Proprietorship Firms, Partnership Firms, Companies, LLPs (Limited Liability Partnerships) or Registered Societies. The bidder should be in the business of Professional Management/ Consultancy and should have been in existence for at least 10 years (as on 31st March, 2023)
- ii. The bidder should be eligible to operate in conformity with the provisions of the laws in India and shall have a registered office within India.
- iii. Bidder should not have any conflict of interest with any parties included in the bidding process.
- iv. No consortium or Joint Venture is allowed to participate in the bidding Process.
- v. A bidder can submit only one bid in the bidding process. Submission of more than one bid by the bidder will result in the disqualification of all the bids submitted by the bidder.
- vi. The bidder must produce documentary evidence for eligibility criteria.

1.2 Availability of the tender Documents

- i. Tender document can be downloaded from eprocure.gov.in or www.nacin.gov.in or cbic.gov.in.
- ii. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the tender document. Failure to furnish all information required as mentioned in the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

1.3 Conditions under which this tender is issued

- i. This tender is not an offer and is issued with no commitment. NACIN ZTI Delhi reserves the right to withdraw the tender and change or vary any part thereof at any stage. NACIN ZTI Delhi also reserves the right to disqualify any bidder should it be so necessary at any stage.

- ii. Timing and sequence of events resulting from this tender shall ultimately be determined by NACIN ZTI Delhi.
- iii. No oral conversations or agreements with any official, agent, or employee of NACIN ZTI Delhi shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any NACIN ZTI Delhi, agency, official or employee of NACIN ZTI Delhi shall not be valid. Oral communications by NACIN ZTI Delhi employees to bidders shall not be considered binding on NACIN ZTI Delhi.

1.4 Compliant Proposals / Completeness of Response

Bidders are advised to thoroughly read the tender. It is assumed that bidder has done the due diligence and examination of the tender document with full understanding of its implications, prior to submission of the bid.

- i. Failure to comply with the requirements of this tender may render the Proposal non-responsive.
- ii. Bidders must ensure that all the required documentation is submitted with bid and all information should be submitted as per formats provided in this tender.
- iii. Non responsive bids are liable to get rejected.

1.5 Site Visit and Collecting Local Information

Before the submission of the bid, the bidder is advised to visit the respective NACIN ZTI Delhi location(s), its surroundings to assess and satisfy themselves about the local conditions and to gather any other relevant information as required by them to submit the comprehensive proposal. Bidders are encouraged to visit the premises of NACIN ZTI Delhi Office(s) after seeking prior appointment from the relevant competent authority.

The bidder may obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect its Bid price. Bidders shall be deemed to have considered site conditions whether they have inspected it or not and to have satisfied themselves in all respect before quoting their rates, and no claim or extra charges whatsoever in this regard shall be entertained/payable by NACIN ZTI Delhi at a later date.

Bidder shall bear all the costs pertaining to the site visit and collecting local information.

1.6 NACIN ZTI Delhi's Right to Terminate the Process

NACIN ZTI Delhi may terminate the whole bidding process at any time and without assigning any reason.

1.7 Amendment to tender / Acceptance of Part or Whole Bid - Rights there of

At any time before the deadline for submission of bids, NACIN ZTI Delhi, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the specifications/ requirements/ quantity/ tenure mentioned in this tender document by an amendment. All the amendments made in the document would be uploaded on CPPP portal, NACIN & CBIC websites and will form part of tender for purpose of bid evaluation. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, NACIN ZTI Delhi may, at its discretion, extend the last date for the receipts of bids by a reasonable period.

NACIN ZTI Delhi also reserves the right to accept or reject wholly or partly, bid offer without assigning any reason whatsoever. No correspondence in this regard shall be entertained.

NACIN ZTI Delhi also reserve the unconditional right to place order on wholly or partly bid quantity to successful bidder.

1.8 Power of Attorney

The bidder must submit (as per Annexure 4) a statement confirming the authority of the authorized representative(s) of the bidder and a notarized power of attorney to act in all matters concerning the delivery of the Project.

1.9 Authorized Signatory

It is required that an authorized representative of the bidder shall sign the original submission letters/forms/documents in the required format for the Technical and Financial bid. The original copies of documents, whenever demanded, must be signed and stamped by the authorised representative.

1.10 Bidder clarifications

- I. The Bidders should ensure that their queries for the Pre-Bid meeting should reach Office of the Principal Additional Director General, NACIN ZTI Delhi Complex, Sector 29, Faridabad by 10.01.2024 through post or email at - nacin.ztidelhi@gov.in.
- II. No queries will be accepted after this deadline.
- III. NACIN ZTI Delhi reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion they consider that it would be inappropriate to do so or do not find any merit in it.
- IV. The queries must be submitted as per the following format:

BIDDER'S REQUEST FOR CLARIFICATION / PRE-BID QUERIES

Name of the Person:			
Bidder Name:			
Telephone:			
Email :			
S. No.	Tender Document Reference(s) (section number/page)	Content of tender document requiring Clarification	Points of clarification Required
1			
2			

- V. No pre-bid queries will be entertained if the queries are not provided in the above format.
- VI. Any requests for clarifications post the indicated date and time may not be entertained by NACIN ZTI Delhi.
- VII. At any time prior to the last date for receipt of bids, NACIN ZTI Delhi may, for any reason, modify the Tender Document by a corrigendum. Appropriate time would be provided to all the bidder to submit their bids after the issuance of corrigendum.

- VIII. The clarifications to the queries will be issued to all the bidders over the e-mail. A pre-bid conference will be held, as per date mentioned in the Tender Notice, to clarify any doubts and to brief bidders about the existing Project setup and the requirements stated in this tender.

The venue of the pre-bid meeting will be: Office of the Additional Director General, NACIN Delhi ZTI Complex, Sector 29, Faridabad and the date will be 15.01.2024.

Maximum two (2) representatives from each bidder shall be allowed to attend the Pre-Bid conference. Each of these representatives shall carry proofs of their official identity while attending the pre-bid conference.

1.11 Proposal Preparation Costs

Bidder shall bear all the costs pertaining to the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation and submission of proposal, in providing any additional information required by NACIN ZTI Delhi to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

NACIN ZTI Delhi, in no case, will be responsible or liable for any cost, regardless of the conduct or outcome of the bid process. This tender does not commit NACIN ZTI Delhi to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the bidder become the property of NACIN ZTI Delhi and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of Bidder" shall remain the property of such bidder and NACIN ZTI Delhi shall maintain confidentiality of such materials.

1.12 Earnest Money Deposit (EMD)

- i. The bidders shall upload scanned copy of Earnest Money Deposit (EMD) of Rs. 6,00,000/- (Rupees Six Lakhs) in the prescribed column along with the Technical Bid of Tender. The E.M.D. shall be in the shape of A/C Payee Demand Draft in favour of PAO CBEC payable at New Delhi. The EMD can also be submitted in the shape of FDR. No tender will be accepted without requisite E.M.D. No interest will be given on E.M.D. The EMD should be valid for Forty Five days beyond bid opening date. The original DD/FDR i.e. EMD shall be submitted by the bidder within 5 days of bid opening of Technical bid of Tender at NACIN Complex, Sector 29, Faridabad.
- ii. In case of unsuccessful bidder, earnest money/bid security will be refunded to the unsuccessful bidders without any accrued interest. The EMD of the successful bidder will be returned after the successful bidder has accepted & signed the Contract
- iii. Order and has submitted the required PBG as per the Annexure 7 of this document.

1.13 Forfeiture of Bid Security/ EMD

- I. Any information submitted by the bidder is found to be incorrect.
- II. If bid is withdrawn during the validity period or any extension agreed by NACIN ZTI Delhi.
- III. If the bid is modified in a manner not acceptable to NACIN ZTI Delhi after opening of the bid.
- IV. If the bidder tries to influence the evaluation process.
- V. If the successful bidder fails to sign the contract in accordance to para 4 of this chapter the tender document.

- VI. NACIN ZTI Delhi reserve the right to forfeit the earnest money or part thereof, in circumstances which according to NACIN ZTI Delhi indicate that the bidder is not adhering to the requirements of executing the project.

1.14 Interlineations in Bids

The bid shall contain no interlineations, erasures or overwriting and this may result in bid rejection.

1.15 Entire Documents

- I. **Entire proposal by the bidder** - the following constitute the entire proposal by the bidder -
 - a. The Proposal submitted by the bidder in response to the tender.
 - b. The clarifications provided by the bidder as a part of the proposal against any queries/requests by NACIN ZTI Delhi.
- II. **Mode of Communication**
 - a. No oral communication by the either party will be recognized as the official communication or a commitment. The only permitted mode of communication by the either party will be through email or post.
 - b. Any communication sent through email by either party should be through the email id of the respective authorized persons and only those communications will be considered as commitments.

1.16 Impact of Litigation

NACIN ZTI Delhi do not intend to deal with any bidders who are blacklisted/debarred for non-performance or non-delivery of projects anywhere, thereby posing significant risk to the implementation of the Project. The bidder shall furnish an undertaking to this effect, using the format provided in Annexure-2.

1.17 Disqualification

The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated.

- I. Violation of the bid submission process -
 - a. The bid is not submitted in the prescribed formats and mode as given in the tender.
 - b. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal.
 - c. If it comes to NACIN ZTI Delhi's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel impacting the fair and transparent bid process, then the bidders so involved are liable to be disqualified.
 - d. If a bidder submits more than one bid
- II. Non-compliance to the conditions of the bidding process -
 - a. The Bid documents are not signed as per guidelines of the tender
 - b. The required EMD has not been paid as specified in the tender
 - c. The Bid validity period is shorter than the required period

- d. The Bid is not submitted in accordance with this document
- e. During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices.
- f. The bidder submits a conditional bid.
- g. Bid is received in incomplete form
- h. Bid is not accompanied by all the requisite documents

III. Non responsive Content of the proposal -

- a. Information submitted in Technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any
- b. If it does not comply with the terms & conditions, requirements of this tender including amendments and corrigendum.
- c. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this tender for Technical and financial proposals or do not appear to address the particular requirements of the proposed solution, any such bids shall also be disqualified.
- d. If the technical or financial proposal of the bidder does not adhere to the minimum requirements and timelines of this tender, the bid shall be declared as non-responsive and will be rejected.

IV. Inability to respond in accordance with the tender guidelines -

- a. The successful bidder does not accept and sign the Contract Order (Draft Contract Order as annexure 12) within 07 days of communication of the acceptance of their bid, or within such extended period, as may be specified by NACIN ZTI Delhi.
- b. The successful bidder fails to deposit the PBG within 05 days of communication of acceptance of their bid.

V. Fraudulent and Corruption -

- a. Bidder tries to influence the proposal evaluation process by corrupt/fraudulent/unfair/collusive/coercive means at any point of time during the bid process defines. For the purposes of this provision, the terms are set forth below as follows:
 - “Corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of NACIN ZTI Delhi or any personnel in the procurement process or in agreement execution; and
 - “Fraudulent” practice means a misrepresentation of facts, in order to influence a procurement process or the execution of an agreement to the detriment of NACIN ZTI Delhi, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
 - “Unfair trade” practices means supply of services different from what is mentioned in the bid documents, and includes change in Scope of Services for which the tender was given by NACIN ZTI Delhi.
 - “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.

- “Collusive practices” means a scheme or arrangement between two or more applicants with or without the knowledge of NACIN ZTI Delhi, designed to establish prices at artificial, non-competitive levels.

VI. Consequences of disqualification -

- If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this tender.
- If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder will be entertained.
- If the disqualification is for the reasons of fraudulent or corrupt practice, NACIN ZTI Delhi have the right to initiate actions to blacklist the bidder as per the provisions of the relevant Acts/Rules

1.18 Integrity Pact

1.18.1 To improve transparency and fairness in the tendering process, NACIN ZTI Delhi is implementing Integrity pact. Integrity pact deemed as part of the contract so that the prospective bidders are bound by its provisions.

1.18.2 The Integrity pact, signed by all the prospective bidders and NACIN ZTI Delhi, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/collusive/coercive practices in the tendering process and also during implementation of the contract. Only those bidders who have entered into Integrity pact with NACIN ZTI Delhi shall be eligible to participate in the bidding process. Bidders signing Integrity pact shall not approach the courts while representing the matters to IEMs (Independent External Monitor) and shall await their decision in the matter. To oversee the compliance of obligation under this pact, Independent External Monitor (IEM) has been appointed by the concerned authority. The contact address of the IEM is as under -

1) Smt. Rashmi Verma, IAS (Retd.), D-87, Ground Floor, Panchseel Enclave, New Delhi 110017, verma.rashmi@rediffmail.com

1.18.3 The Integrity pact duly signed on behalf of NACIN ZTI Delhi is attached as Annexure 11 to this tender document. The bidders shall submit signed copy of Integrity pact with the Technical bid.

1.18.4 The successful bidder shall submit duly executed Integrity pact on Non-Judicial stamp paper of appropriate value prior to signing of Contract Order.

1.19 Conflict of Interest

Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with NACIN ZTI Delhi. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the tender. Please use format provided in Annexure-8 for making declaration to this effect.

2. Bid Submission Instructions

2.1. Language of Proposals

The Proposal should be filled by the Bidder in English / Hindi language.

2.2. Bid Currency

Prices for services offered shall be quoted in Indian National Rupees (INR) only.

2.3. Authentication of Bids

The Proposal must be supplemented by a Power-of-Authority in the name of the authorized signatory of the Proposal, issued on notarised non judicial stamp paper of Rs 100/-, as per format in Annexure 4, duly signed & stamped by the competent authority along with the board resolution statement appointing the competent authority.

2.4. Submission of bid

Bidder must upload his bid on CPPP (Central Public Procurement portal) before the due date of closing of tender. Technical bid must be uploaded complete with all details and all the supporting documents as required in this tender document. Providing any financial bid information in any form in the technical bid will render the bidder disqualified.

The Financial bid must be complete with full price details of the work as defined in the Chapter 2: scope of work of this tender document. The financial bid must be submitted in the following format -

Sl. No.	Phase	Price (inclusive of applicable taxes)
1.	Research phase	
2.	Design & Development phase	
3.	Deployment phase	Price breakup - a) Price for deployment of programme for 300 Master trainers in full value b) for approx. 32,000 staff price must be quoted in the form of "Price per participant"
4.	Reinforcement, Follow up phase and Impact assessment	

NOTE:

- i. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- ii. The proposal/bid must be prepared in indelible ink and must not contain any interlineations or overwriting.
- iii. All pages of the bid must be initialled and stamped by the person or persons who sign the bid.
- iv. The financial bid should be inclusive of all costs, including all taxes.

2.5. Late Bids

2.5.1. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained.

2.5.2. The bids submitted through post/fax/e-mail/hardcopy etc. shall not be considered. No correspondence will be entertained on this matter.

2.6. NACIN ZTI Delhi's Right to Accept or Reject Any or All Proposal(s)

2.6.1. NACIN ZTI Delhi also reserve the right to accept or reject any or all bid(s), without thereby incurring any accountability to the affected Bidder(s) or any responsibility to inform the affected Bidder(s) of the reasons of accept or reject any or all Proposal(s).

2.6.2. The acceptance of the bid will rest with NACIN ZTI Delhi, which does not bind themselves to accept any specific bid and reserve the right to reject any or all the proposals received, without assigning any reason. All bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. Canvassing about this tender is strictly prohibited and the bids submitted by the Bidders, who may resort to canvassing, will be liable to rejection.

2.7. Authenticity of the Information and Right of verification

2.7.1. NACIN ZTI Delhi reserves the right to verify all statements, information and documents submitted by the bidder in response to this tender for the purpose of Technical evaluation.

2.7.2. In case it is found at any time that the bidder has made material misrepresentation or has given any materially incorrect or false information in the proposal, the following provisions will apply before the Award of the contract:

- The bid will be out rightly rejected.
- The EMD will be forfeited.

After the Award of the contract:

- The contract order will be terminated.
- PBG will be forfeited.
- The bidder will be blacklisted and appropriate penal and legal action will be initiated against such bidder.

2.7.3. An affidavit on a non-judicial stamp paper of Rs 100/-, duly notarised, as per Annexure 6 must be submitted in the specified format. The bid shall be summarily rejected if the bidder fails to submit this affidavit.

2.8. Rights to the Content of the Proposal

All the bids and accompanying documentation submitted as bids against this tender will become the property of NACIN ZTI Delhi. The financial bids of disqualified bidders would not be opened. NACIN ZTI Delhi is not restricted in their rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. NACIN ZTI Delhi shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. NACIN ZTI Delhi have the right to use the services of external experts to evaluate the proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation with adequate protection of the confidentiality information of the bidder.

3. Bid Opening and Evaluation Process

3.1. In the event that the specified date of bid opening is declared a holiday, the bid shall be opened on the next working day.

3.2. A designated tender committee shall evaluate each Technical bid to determine whether it is substantially responsive and fulfils the minimum eligibility criteria as specified in chapter 6 of this document. Bids that are not substantially responsive are liable to be rejected. NACIN ZTI Delhi may seek inputs from external experts or external firms in the Technical evaluation process, if needed.

3.3. NACIN ZTI Delhi shall assign Technical Score to the bidders based on the Technical evaluation criteria as specified in chapter 6 of this tender document. The bidders with a Technical Score (TS) above the threshold as specified in the Technical evaluation criteria shall technically qualify for the financial evaluation stage.

- 3.4. The financial bids for the technically qualified bidders will then be opened and reviewed to determine whether they are substantially responsive. NACIN ZTI Delhi shall assign Financial Score (FS) to the bidders.
- 3.5. The Bidder shall be selected on the basis of Quality cum Cost based Selection (QCBS) Method, whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%. The financial proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.
- 3.6. Proposals will be given rank according to their Combined Score (S) calculated from technical (TS) and financial (FS) scores as follows: $S = TS \times 0.70 + FS \times 0.30$
- 3.7. The Selected Bidder shall be the First Ranked Bidder (having the highest combined score). The Next Ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws, or fails to comply with the requirements specified in this document.
- 3.8. The EMD of all the unsuccessful bidders shall be returned once the bidding process is over.

4. Award of Contract

4.1. Award Criteria

The successful bidder (First Ranked Bidder), with highest Combined Score (S1) will be intimated, by email and/or by post, for the acceptance of their Bid. Upon receipt of the intimation by the successful bidder, the successful bidder will be asked to submit PBG and sign the Contract Order (Draft Contract order as Annexure 12).

4.2. Negotiations

NACIN ZTI Delhi shall reserve the right to negotiate with the bidder whose proposal has been selected. NACIN ZTI Delhi may negotiate with the successful bidder prior to signing of contract order.

4.3. Notification of Award

- 4.3.1. NACIN ZTI Delhi will intimate the successful bidder by email and/or by post, for the acceptance of their Bid.
- 4.3.2. The successful bidder shall submit the PBG within 05 working days of intimation about acceptance of their bid. Contract signing process will take place once the successful bidder submits the performance bank guarantee.
- 4.3.3. NACIN ZTI Delhi reserves the right to invite the Next Ranked Bidder (L2) in case the First Ranked Bidder fails to accept & Sign the Contract Order within 07 days of the intimation about acceptance of their bid, or within such extended period, as may be specified by NACIN ZTI DELHI.

5. Payment Terms and Schedule

5.1. Performance Bank Guarantee (PBG)

- i. Within Five (05) days of intimation about acceptance of their bid, successful bidder shall furnish PBG from a nationalised/scheduled bank. PBG shall be submitted in the format specified in the Annexure-7 of this tender document.
- ii. It shall be valid till 120 days after completion of tenure of Contract.
- iii. The PBG will be for a value equal to 5% of the total contract order value.
- iv. In case the selected bidder fails to submit the PBG within the given time, NACIN ZTI Delhi, at its discretion, may invite Next Ranked Bidder for award of Contract and so on.
- v. All incidental charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the bidder.
- vi. In the event of the bidder being unable to service the contract for whatever reason, NACIN ZTI Delhi would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NACIN ZTI Delhi under the contract in the matter, the proceeds of the PBG shall be payable to

NACIN ZTI Delhi as compensation for the bidder's failure to perform/comply with its obligations under the contract.

- vii. Before invoking the PBG, the successful bidder will be given an opportunity to represent before NACIN ZTI Delhi.
- viii. The decision of NACIN ZTI Delhi on the representation given by the successful bidder shall be final.

5.2. Liquidated Damages and SLAs

In case of any delay in the execution of the contract beyond the stipulated time schedule including any extension permitted in writing, NACIN ZTI Delhi reserves the right to recover from the successful bidder, a sum equivalent to 0.5% of the value of the delayed deliverable of work for each week of delay and part thereof subject to a maximum of 10% of the value of the contract.

Alternatively, NACIN ZTI Delhi reserves the right to get the services delivered from elsewhere at the sole risk and cost of successful bidder and recover all such extra costs incurred in procuring the services from the successful bidder, including encashment of PBG or any other sources etc.

Alternatively, NACIN ZTI Delhi may cancel the Contract order completely or partly without prejudice to its rights under the alternatives mentioned above by NACIN ZTI Delhi team (including any top up research that may be required)

CHAPTER 6: SPECIAL CONDITIONS OF CONTRACT

1. Eligibility criteria

Since the requirements of NACIN ZTI Delhi are unique, it intends to consider only those bidders who have the capability and competency, in terms of understanding and experience of working with government, technical strengths and financial stability to design, develop and implement the program. Therefore, the bidder must meet the following Eligibility criteria:

(A) Technical eligibility criteria:

S. No.	Particulars	Document to be submitted
1.	The bidder should be Proprietorship Firms, Partnership Firms, Companies, LLPs (Limited Liability Partnerships) or Registered Societies registered under Respective Acts & Rules and engaged in the field of Capacity Building/Change Management/ Soft Skill Training/ Organizational Transformation/Mindset Change cum Customer Centricity, using IT platforms.	<ul style="list-style-type: none">• Certificate of Registration of Legal Entity.
2.	Permanent Account Number (PAN) of the bidder from Income Tax authorities.	<ul style="list-style-type: none">• Copy of PAN card of the bidder countersigned by authorized signatory of the Bidder.
3.	The bidder shall have valid GST registration certificate.	<ul style="list-style-type: none">• Copy of the GST registration certificate countersigned by authorized signatory of the Bidder.• Copy of GST returns for the month October 2023 & last annual return.
4.	A valid Power of Attorney (POA)	<ul style="list-style-type: none">• The POA should be issued by the competent authority, under his/her stamp and signatures to the authorized signatory on a nonjudicial stamp paper of Rs 100/-, duly notarized. (Annexure 4)• The resolution of the Board of Directors or partners as the case may be, MUST be submitted to show that the authority issuing the POA was competent to do so at the time of issue.
5.	The bidder should have minimum 25 professional employees on its payroll in Consultancy and related Services such as Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity (as on 31st March 2023).	<ul style="list-style-type: none">• Certificate from the authorized HR person of the Bidder as per the Format given in Annexure-1 of this tender document.

6.	The Bidder shall not be under a declaration of ineligibility/ banned/ blacklisted/ debarred by any State/ Central Government/ PSU/ any other Government institutions in India for corrupt or fraudulent practices or for non-performance as on last date of submission of the Bid.	<ul style="list-style-type: none"> • A self-declaration letter signed by the authorized signatory of the Bidder as per the Format provided in Annexure-2 of this tender document.
7.	<p>The bidder should have the experience of successfully completion of “Similar Works**” in the last three previous financial years ending on 31st March 2023, should be either of the following three:-</p> <ol style="list-style-type: none"> Three similar completed works costing not less than Rs. 1.20 Cr. each, Or Two similar completed works costing not less than Rs. 1.60 Cr. each, Or One similar completed work costing not less than Rs. 3.00 Cr. <p>And involved in project imparting training to atleast 50,000 officials/staff.</p> <p>** Similar Works means any contract of “Capacity Building/ Change Management/ / Organizational Transformation/ Mindset Change cum Customer Centricity project using IT platforms in India” Bidder must have successfully completed these projects with Central Government/ State Government/ Public Listed Companies/Private company/Trusts/ PSU/ Other Govt Institutions, including the satisfactory record of hand holding and assistance to Master Trainers for further training to field officers.</p>	Copy of Work Order/contract and Certificate from Client regarding completion of contract showing satisfactory performance

Note:

Works done for Central Government/ State Government / Public Listed Companies/Private Company/ Trusts/ PSU/ Other Government Institutions shall be accepted.

(B) Financial Eligibility Criteria-

a	Turnover	The bidder should have annual average turnover of at least 4.00 Crore during each of the last three financial years i.e. 2020- 21, 2021-22 & 2022-23.	<ul style="list-style-type: none"> • Certification from a Chartered Accountant (CA)/ Annual Audited Balance Sheet for the financial years 2020- 21, 2021-22 & 2022-23.
b	Networth	The bidder should have positive networth in each of the last three financial years i.e. 2020- 21, 2021-22 & 2022-23.	<ul style="list-style-type: none"> • CA Certificate/ Annual Audited Balance Sheet for the financial years 2020- 21, 2021-22 & 2022-23 clearly indicating profit and loss statement.

2. Selection criteria

- I. This tender consists of bidding under “**Two Packet System**” consisting of Technical Bid & Financial Bid.
- II. In addition to meeting the technical & financial eligibility criteria mentioned at Para 1 of “Special Conditions of Contract” of this tender document, the bidder shall be required to score a **minimum Technical score (TS) of 70 (seventy)** failing which the bid will not be considered for Financial bid evaluation and the bid will be rejected.
- III. Each Technical Bid, that complies with technical and financial eligibility criteria, will be assigned a **Technical Score (TS)** out of a maximum of 100 points as per the evaluation criteria mentioned under Para 3 of “Special Conditions of Contract” of this tender document.
- IV. The Bidder shall be selected on the basis of **Quality cum Cost based Selection (QCBS) Method**, whereby technical proposal will be allotted weightage of **70%** and financial proposal will be allotted weightage of **30%**.
- V. The lowest financial proposal (FM) will be given a **Financial score** of 100 points. The financial scores of other proposals will be computed as follows:
 - a. **$FS = 100 \times FM/F$ (F = amount of Financial Proposal of the applicant)**
- VI. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up. Proposals will be given a rank according to their Combined Score (S) calculated from technical (TS) and financial (FS) scores as follows: **$S = TS \times 0.70 + FS \times 0.30$**
- VII. The successful bidder (First Ranked Bidder), with highest Combined Score (S1) will be intimated by email and/or by post, for the acceptance of its Bid. Through the intimation, the successful bidder will be asked to submit the Performance bank Guarantee and sign the Contract Order.

3. Technical Bid Evaluation Criteria

S.N	Evaluation Criteria	Documents to be submitted	Max. Marks	Scoring criteria	Marks to be awarded
1.	No. of years the bidder has been in the field of Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/Mindset change cum Customer Centricity, using IT platforms.	Certificate of Registration of Legal Entity.	10 Marks	More than or equal to 15 years	10
				14 years	9
				13 years	8
				12 years	7
				11 years	6
				10 years	5
				Less than 10 years	0

2.	Qualifications of Key Professionals Qualification, relevant experience & competency of the Key professional resources for the assignment / job. (Kindly attach separate sheet for each proposed team member)	CVs, as per Annexure 3 of the Tender document	10 Marks	If qualification is same or more than mentioned in Table 'A' of Chapter 6 of the Tender Document, as specified for key professionals associated with the assignment	10
3.	Value (in INR) of Capacity Building/ Change Management/ / Organizational transformation/ Mindset Change cum Customer Centricity project using IT platforms executed in Central Government/State Government/ Public Listed Companies/Private company/ Trusts/ PSU/ Other Govt Institutions in last 3 Financial Years	Copy of Work Order/contract and Certificate from Client regarding completion of contract showing satisfactory performance	20 Marks	3 projects of value equal to or more than Rs 3 crores each.	20
				2 projects of value equal to or more than Rs 3 crores each	15
				<ul style="list-style-type: none"> • Three similar completed works costing not less than Rs. 1.20 Cr. each, Or • Two similar completed works costing not less than Rs. 1.60 Cr. each, Or • 1 project of Rs 3 Crores or more 	10
4.	No. of completed projects on Capacity Building/ Change Management/Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity using IT platforms for a government or public sector organization/Public listed company/Private company/Trust for at least <u>50,000 participants.</u>	Copy of Work Order/contract and Certificate from Client regarding completion of contract showing satisfactory performance	20 Marks	Training at least 50,000 staff in a single project	20
				Training an aggregate of at least 50,000 participants in 2 projects	15
				Training of an aggregate of at least 50,000 participants in 3 or more projects	10

5.	Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or power point presentation covering the following: (a) Project appreciation and understanding (b) Project approach and methodology (c) Duties and responsibilities of the Team Leader and other key personnel (d) Work plan and manning schedule (e) Steps to maintain effectiveness of the program deployment	Relevant documentation as submitted with the bid	25 Marks (Total)	For each of the sub-items. Poor-1 Average-2 Good-3 V. Good-4 Excellent-5	Sum of the marks awarded for each sub item.
			Break-up		
			5Marks		
			5 Marks		
			5 Marks		
5 Marks					
6.	Aggregate financial turnover in each of the last three financial years	Audited balance sheets of the last three previous financial years (i.e., 2020-21, 2021-2022, 2022-23) certified by the CA.	15 Marks	More than 15 Crore.	15
				More than 12 Crore but less than or equal to 15 Crore.	10
				More than 9 Crore but less than or equal to 12 Crore.	5
	Total		100 Marks		

Note:

Works done for Central Government/ State Government/ Public Listed Companies/Private company/ Trusts/ PSU/ Other Government Institutions shall be accepted.

4. Identification and designation of a core team of personnel for the entire duration of the project

1. The core team personnel shall mean those resources having authority and responsibility for planning, directing and controlling the activities related to design, development, implementation, operating and managing various functionalities of Customer / Citizen Centricity Program.

2. No Core team member or Key Personnel shall be changed without the prior written consent of NACIN ZTI Delhi unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc. In the event of such unavoidable circumstances, the outgoing personnel will be replaced by the bidder with a personnel of same or better profile.
3. In case NACIN ZTI Delhi request that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
4. The bidder shall ensure to deploy “the right mix and required number of resources” that will be required to “deliver as per the timelines & Scope of work “as defined in this tender. However, the bidder must provide mandatorily, for a core team of personnel wherein each core team member shall have a clearly demarcated role in the project. The minimum constitution of the core team, along with the required minimum qualification and experience of each core team member is given below in **Table “A”**.

Table “A”

S. No.	Role	Brief Responsibility	Minimum Qualification & Experience
1.	Project Director at the level of Partner/ Director (Overall Team Lead)	Guide and advise NACIN ZTI DELHI about the progress of the project, potential bottlenecks and of ways to address them	<ul style="list-style-type: none"> • Post Graduate/Masters’ degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or other relevant discipline. • 25 Years of Total experience in consulting/ advisory assignments • 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management • Involved in at least three mindset change and capacity building projects
2.	Project Manager cum Client Engagement Lead	<ul style="list-style-type: none"> • Oversee and supervise the tasks carried out by the team • Coordinate with NACIN ZTI DELHI Officials/ other stakeholders to ensure the activities are undertaken as planned • Intervention Design - Prepare detailed implementation roadmap and update it as required • Project Planning & Resourcing - Guide and advise NACIN ZTI DELHI about the progress of the project, potential 	<ul style="list-style-type: none"> • Post Graduate/Masters’ degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or other relevant discipline. • 20+ Years of Total experience in consulting/ advisory assignments • 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management • Experience as Project/Program Manager in at least three Capacity Building/Change Management projects

		<p>bottlenecks and of ways to address them</p> <ul style="list-style-type: none"> Contract Management Ensure that all activities are aligned to relevant guidelines and are executed as per the timelines agreed 	
3	Mindset and behaviour change expert	Ensure that the mind set behaviour challenges associated with Citizen Centricity well understood and appropriate solution development	Doctorates in social sciences (preferred) with 10 years of work experience and involved in at least three mindset/ behaviour change projects
4	Learning and Content Lead	<ul style="list-style-type: none"> Shall be responsible for leading the Learning solutions and Content design Some of the deliverables that would be the responsibility of Learning and Content Lead are- <ul style="list-style-type: none"> Learning Architecture Program Design Class Engagement Toolkits Media Products Digital Learning Products Rapid Prototyping 	<ul style="list-style-type: none"> 15+ Years of Total experience in consulting/ advisory assignments as part of Learning and content 10+ years of relevant experience as Learning and Content Lead in Change Management/ Mindset Change project Experience as Lead Learning and Content Design in at least three Capacity Building/Mindset Change projects.
5	Technology & Analytics Enablement Lead	<p>The responsibilities would include</p> <ul style="list-style-type: none"> Intervention Analytics Audits Digital Tools User Engagement Design Technology Design & Architecture Prototyping & Testing Ongoing Support 	<ul style="list-style-type: none"> B.E. / B. Tech in any discipline 10+ Years of Total experience in Technology Design & Architecture, Deployment and Testing 5+ years of relevant experience in analytics/business intelligence role Experience as Technology & Analytics Enablement Lead in at least three technology driven interventions

5. The bidder must furnish the undertaking on Personnel, as per Annexure 9 of this tender document.

6. The bidder must furnish the CVs of the core team members as per format given in Annexure 3.

5. Payment Schedule and Milestones

The contract shall be valid for a period of 08 months from the date of award of contract, during which, all of the services mentioned in this Tender document have to be supplied. The payment shall be made by NACIN ZTI Delhi against the invoice of the Bidder as per the payment terms mentioned below:

S. No.	Milestone	Payment	Payment Criteria
1	Analysis of the primary research and any surveys and customer complaint data provided by CBIC.	10% of the Contract value	Sign-off from NACIN ZTI Delhi on the submitted Report
2	Design and development of the Customer / Citizen Centricity Program	15% of the Contract value	Sign-off from NACIN ZTI Delhi on the design and development of the Customer/ Citizen Centricity program.
3	Enabling Rollout of the intervention (Deployment)	25% of the Contract value	All of the scheduled no. of training sessions (90 days of rollout)
4	Complete implementation of Deployment phase	15% of the Contract value	Completion of Deployment phase as per Chapter 4
5	a) Preparation of the Impact Assessment module /model, capacity transfer to the Third-party agency	20% of the Contract value	NACIN ZTI Delhi plans to deploy an independent agency/committee to conduct an impact assessment of the intervention. Submission of Comprehensive Impact Assessment Report/ modules which will dovetail into impact assessment findings consisting of pre-training and post-training studies (Pre-assessment & Post-assessment studies) of 300 Master trainers and approx. 32,000 staff of CBIC. Completion of the design and capacity transfer to implementing agency of the impact assessment study/report/module.
6	<u>Follow up & Reinforcement phase:-</u> Provision of a reinforcement package including editing and broadcasting of training modules/videos/content and messages of eminent speakers to be uploaded on the app. This will be for follow up nudging post training. Such messages may repeated on weekly basis, till 08 months from date of contract order.	15% of the Contract value	Sign-off from NACIN ZTI Delhi on the provision of reinforcement package

6. Other Terms & Conditions

- 6.1. Joint Venture bidders (JV bidders) and Consortiums are not allowed to participate in this tender.
- 6.2. It is a service project and not simply a project involving supply of goods. Hence, basically the payment will be made only if services are rendered by the Firm as agreed upon.
- 6.3. All the payments to the Firm will be made as per the Payment Schedule and Terms of Payment upon submission of invoices that are verified by NACIN ZTI Delhi along with the relevant sign-offs.
- 6.4. In the event of the premature termination of the agreement post-commencement of the operations, the Firm would be eligible to be paid as per the payment terms for the completed milestones only.
- 6.5. Payment request will be considered only after sign off given by NACIN ZTI Delhi.
- 6.6. In case of physical production of materials for trainer kits for trainers and physical takeaways for participants, the bidder may provide the necessary designs and specification in full, enabling NACIN ZTI Delhi to replicate internally.
- 6.7 NACIN ZTI Delhi will provide boarding, lodging and local travel facilities for the bidder's master trainers / consultants when needed.

7. Time Period of the Project

The time allowed for carrying out the work will be fixed as per the timelines provided in chapter 4 of this tender document. No extension of time, beyond the stipulated time of the completion of the work will be allowed, except with prior approval of NACIN ZTI Delhi, in writing.

8. Evaluation of Work

- 8.1. From time to time during the progress of the work, all evaluations would be carried-out by NACIN ZTI Delhi or their authorized representatives. Such evaluations shall be signed and dated by NACIN ZTI Delhi or their representatives in token of their acceptance.
- 8.2. If the Firm objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.
- 8.3. If for any reason, the representatives of Firm are not available and the work of evaluation is suspended by NACIN ZTI Delhi, NACIN ZTI Delhi shall not entertain any claim from the Firm or any loss or damages on this account.
- 8.4. If the authorized representatives of the Firm do not remain present at the time of such evaluations despite the Firm has been given a notice in writing 3 (three) days in advance or the Firm fails to counter-sign or to record objection within a week from the date of the evaluation, then such evaluations recorded by NACIN ZTI Delhi or its Authorized representatives shall be deemed to be accepted by the Firm.
- 8.5. The Firm, without extra charge, shall provide all assistance with every appliance, labour and other things necessary for evaluation of work.

9. Conflict in Specifications

In case of any conflict observed by the Firm in requirements/deliverables during the implementation of the project, the Firm shall notify the same to NACIN ZTI Delhi. In this regard, decision of NACIN ZTI Delhi will be final and binding on the bidder.

10. Working Schedule

- 10.1. The resources to be deployed by the Firm for the Project can work off-site as well, depending upon the resource deployment plan mutually agreed between the Firm and NACIN ZTI Delhi.
- 10.2. If working on-site, the schedule would be as follows:
 - Weekday (Monday to Friday): 09:30 AM TO 6:00 PM (Permission for extended hours may be sought, if required).

- Weekend (Saturday and Sunday) or NACIN ZTI Delhi Holidays: Work site will be available round the clock for work, if required.

11. Time Schedule and Progress

11.1. Firm shall mobilize and employ sufficient resources for completion of the project as per the required timelines. No additional payment will be made to the Firm for any multiple shift work or other incentive methods contemplated by them in their work schedule even though the time schedule is approved by NACIN ZTI Delhi.

11.2. Firm shall adhere to the following Reporting and Monitoring mechanism:

Monitoring activity	Description	Activity Frequency
1. Project Review Meeting	a) The review meeting shall be held between representatives from NACIN ZTI Delhi, and the Firm. b) The purpose of these meetings would be to review project progress vis-à-vis the work plan, identifying roadblocks and ensuring resolution of identified issues / challenges, if any. c) Further, they shall ensure completion of Project as per Scope of Work.	Weekly, or as may be notified by NACIN ZTI Delhi
2. Project Review Report	a) The Firm would be required to report on the status of the various milestones, deliverables, activities etc. b) The report would be required to reflect on project progress vis-à-vis the work plan, any roadblocks being faced by the Firm, proposed actions for resolution of identified issues / challenges, dependencies on the Firm and NACIN ZTI Delhi, etc.	Weekly/ Monthly/ Quarterly, or as may be notified by NACIN ZTI Delhi

11.3 In addition to Point 2 above, NACIN ZTI Delhi may request for any other Project related reports / information / data from the Firm. The Firm shall not unreasonably reject such request from NACIN ZTI Delhi.

Chapter 7: ANNEXURES

Annexure 1: Certified Statement on Manpower Capability

Annexure 2: Undertaking of not being Ineligible / banned / blacklisted / debarred

Annexure 3: Curriculum Vitae (CV) of Proposed Core Team Members

Annexure 4: Format for Power of Attorney

Annexure 5: Format for banking reference

Annexure 6: Format for mandatory declaration

Annexure 7: Format for PBG

Annexure 8: Conflict of interest declaration

Annexure 9: Undertaking on personnel

Annexure 10: Checklist for Technical proposal.

Annexure 11: Integrity Pact

Certified Statement on Manpower Capability

(To be submitted on the Letter head of the bidder)

Dated:

To,
Office of the Additional Director General
NACIN ZTI DELHI

Subject: Statement on Manpower Capability

Sir,

This is to certify that the number of full-time employees having experience in Consultancy and related Services such as Capacity Building/ Change Management/ Skill Training/ Organisational Transformation/ Mindset Change cum Customer Centricity in <<Bidder's Name>> is minimum Twenty Five (25) as on 31.03.2023. Details are as under :

Sr. No.	Name	Qualification	Experience (in completed months)	Area of Expertise

For <Bidder's Name>
HR / CEO Signature (with Organization Stamp)
HR / CEO Name

Undertaking of not being Ineligible / banned / blacklisted / debarred

(To be submitted on the Letterhead of the Bidder)

Dated:

To,
Office of the Additional Director General
NACIN ZTI DELHI

Sub: Undertaking of not being Ineligible / banned / blacklisted / debarred

Sir,

I/We declare that our company is not ineligible / banned / blacklisted / debarred in any manner whatsoever by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other autonomous organization of Central or State Government as on Bid submission date.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Bidder:

Full Address:

Company Seal:

Curriculum Vitae (CV) of Proposed Core Team Members

S. No	Type of Information Required	Details Submitted			
1.	Name of the Person				
2.	Proposed Role in the Project				
3.	Academic Qualifications* (* Details to be provided for all the relevant degrees)	Degree	Year of Passing	Institution/ University	Specialization (If Any)
4.	Professional Certifications (if any)				
5.	Total Experience (Years)				
6.	Number of Years with the Current Employer				
7.	Summary of the Professional Experience				
8.	Employment record (Details to be provided for all the employers till date)	From - To	Employer	Position Held	
9.	Past Assignment Details (Details to be provided for all the Projects/Assignments till date)				
	Project name				
	Client Key project features in brief				
	Location				
	From-To (Duration)				
	Role				
	Responsibilities and activities				

POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

(To be executed on non-judicial stamp paper of Rs 100/-. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory).

POWER OF ATTORNEY

Know all men by these present, we do hereby constitute, appoint and authorize Mr./Ms. who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work ofincluding signing and submission of all documents and providing information/ responses to NACIN ZTI DELHI in all matters in connection with our Tender for the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this. day of 202...

Place:

(Signature.....),

**Name& Designation in Block letters of
Person authorized to sign Power of Attorney
for and on behalf of the Applicant**

Tenderer) Common Seal of Company

I accept.

(Signature of Authorized Signatory)

Name, Designation, mobile number and email of Authorised signatory

Witness:

Witness 1:

Witness 2:

Name :

Name :

Address :

Address :

Occupation :

Occupation :

Notes:

(a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

(c) The obligations to NACIN ZTI DELHI will not be affected by changes in the composition of the firm made subsequent to the opening of the tender / execution of the contract and / or grant of Revised Power of Attorney, if any, by the tenderer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the Tender Issuing Authority / Contract Signing Authority as the case may be.

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall be willing to provide overdraft / credit facilities to the extent of..... to meet their working capital requirements for executing the above contract.

____ Sd. ____

Name of Bank:_____

Senior Bank Manager_____

Address of the Bank_____

Undertaking for Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the tenderer along with the tender

(The undertaking should be on a non judicial stamp paper of Rs 100/-)

I..... (Name and designation)* appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s.....(hereinafter called the tenderer) for the purpose of the Tenderer documents for the work of.....as per the tender No.of (NACIN ZTI DELHI), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under

1. I/We the tenderer (s) am/are signing this document after carefully reading the
- 2 I/We the tenderer(s) also accept all the conditions of the tender and have
3. I/We hereby declare that I/we have downloaded the tender documents website eprocure.gov.in or nacin.gov.in or cbic.gov.in. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract the master copy available with NACIN ZTI DELHI Administration shall be final and binding upon me/us.
4. We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of up to five year. Further, I/we (insert name of the tenderer)**and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

SEAL AND
SIGNATURE OF
THE TENDERER
Place

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

Performance Bank Guarantee for Contract Performance

BANK GUARANTEE NO.: _____

Dated:

To,
Office of the Additional Director General

NACIN ZTI DELHI

Whereas, <name of the bidder> (hereinafter called “the Bidder”) has undertaken, in pursuance of tender bearing no. <tender number> dated <Date> to provide services for **“Design, development, and implementation of Customer / Citizen Centricity Program for NACIN ZTI DELHI (hereinafter called “the beneficiary”).**

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

(Name, Designation, Address, Seal, Date,)

Undertaking on Conflict of Interest
(To be submitted on the Letterhead of the bidder)

Dated:

To,
Office of the Additional Director General
NACIN ZTI DELHI

Sub: Undertaking on Conflict of Interest

Sir,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with NACIN ZTI DELHI.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold NACIN ZTI DELHI harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by NACIN ZTI DELHI and/or its representatives, if any such conflict arises later.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

Undertaking on Personnel

(To be submitted on the Letterhead of the bidder)

Dated:

To,
Office of the Additional Director General
NACIN ZTI DELHI

Sir,

Sub: Undertaking on Personnel

1. I/We do hereby undertake that those persons whose CVs have been submitted as part of technical proposal shall be deployed during the project as per our bid submitted in response to the tender.
2. I/We undertake that any of the above personnel shall not be removed or replaced without the prior written consent of NACIN ZTI DELHI unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
3. Under exceptional circumstances, if the above personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by NACIN ZTI DELHI. NACIN ZTI DELHI will have the right to accept or reject these substitute profiles.
4. I/We also undertake to staff the project with competent team members in case any of the proposed team members leave the project either due to voluntary severance or disciplinary actions against them.
5. I/We acknowledge that NACIN ZTI DELHI have the right to seek the replacement of any member of the project team being deployed by us, based on the assessment of NACIN ZTI DELHI that the person in question is either incompetent to carry out the tasks expected of him/her or does not really possess the skills /experience/qualifications as projected in his/her profile or found to breach the ethics.
6. In case I/We assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

Checklist of documents to be submitted along with the bid (Non-submission of any of the listed documents would render the bid non responsive and liable to be rejected)

SNO	DOCUMENTS	Placed at SN
1	Certificate of Incorporation/ Certificate of Registration of the Company to show the number of years the bidder has been in the field of Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/Mindset Change cum Customer Centricity using IT platforms.	
2	Memorandum of Association and Articles of Association of the company	
3	PAN	
4	GSTIN	
5	Power of Attorney as per Annexure 4	
6	Certified statement on Manpower capability as per Annexure 1	
7	Affidavit on Blacklisting as per Annexure 2	
8	Copy of work order/contract AND Certificate from Client regarding completion/ ongoing service contract showing satisfactory performance towards fulfilment of Technical Eligibility criteria under clause 1 (a)(7), chapter 6 of the tender document.	
9	Audited balance sheet of the last three previous Financial Years (2019-20, 2020-21, 2021-22, 2021-23) certified by the Auditor.	
10	Banking reference certified by chartered accountant with her stamp, signature and membership number as per Annexure 5	
11	Copy of Work Order/contract AND client letter for satisfactory completion of project to show the value (in INR) of Capacity Building/ Change Management/ Soft Skill Training/ Organizational	

12	Transformation/ Mindset Change cum Customer Centricity project using IT platforms executed in Central Government/ State Government/ Public Listed Companies/Private company/ Trusts/ PSU/ Other Govt Institutions	
13	Copy of Work Order/contract AND client letter for satisfactory completion of project to show number of completed projects on Capacity Building/ Change Management/Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity using IT platforms for a Government or public sector organization/Public listed company/Private company/Trust for atleast 50,000 staff.	
14	Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or power point presentation.	
15	Where copy of Work Order/contract AND client letter for satisfactory completion of project is issued by a Public listed Company/ Private Company/ Trust having an annual financial turnover of Rs 500 crores or more in any of the last four financial years, the bidder should submit a suitable supporting document to clearly establish the same.	
16	Annexure 6 on Correctness of documents	
17	Annexure 8: Conflict of Interest declaration	
18	Annexure 9: Undertaking on personnel	

Format of Integrity Pact

INTEGRITY PACT

BETWEEN

National Academy of Customs, Indirect Taxes & Narcotics, NACIN ZTI Delhi hereinafter referred to as "The Principal"

AND

(Name of The bidders).....hereinafter referred to as "The Bidder/Contractor"

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- (a) No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- (c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

Section 2 - Commitments of the Bidder / Contractor

(1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post-contract stages. He commits himself to observe the following principles during the contract execution.

- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
- b. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.
- c. The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
- g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

1. If the Principal has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section-5 Previous transgression

1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all Bidders/Contractors/Subcontractors

- 1.** The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2.** The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.
- 3.** The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors / Sub contractors

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

- 1.** Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Smt. Rashmi Verma, IAS (Retd.), D-87, Ground Floor, Panchseel Enclave, New Delhi 110017 independent Monitor, for this 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 agreement.
- 2.** The Monitor is not subject to instructions, by the representative of the parties or the Principal.
- 3.** The Bidder/Contractor accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- 4.** The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5.** As soon as the Monitor notices a violation of this agreement, he will so inform the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding 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.

6. The Monitor will submit a written report, to the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Principal, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Principal has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is - National Academy of Customs, Indirect Taxes & Narcotics, NACIN ZTI Delhi, Sector 29, Faridabad.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the Bidder / Contractor is a partnership, this agreement must be, signed by all partners.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intensions.

For the Principal

For the Bidder/Contractor

Place: NACIN ZTI Delhi, NACIN Complex, Sector 29, Faridabad

Witness-1:

Witness-2:

Date: ____/____/2023