

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI**

Tender No. F-32/2019/Training Wing/388

Dated 13 May, 2020

TENDER DOCUMENT FOR
*"HIRING OF CONSULTANCY SERVICES FOR DEVELOPING, DESIGNING AND DIGITIZING
HANDBOOK FOR ONBOARDING OF OFFICERS IN INDIAN AUDIT & ACCOUNTS DEPARTMENT"*
OFFICE OF COMPTROLLER & AUDITOR GENERAL OF INDIA
NEW DELHI

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Tender No. F-32/2019/Training Wing/388

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TENDER DOCUMENTS FOR

"Hiring of Consultancy Services for developing, designing and digitizing handbook for on-boarding of officers in Indian audit & Accounts Department"

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BRIEF INFORMATION ON BID DOCUMENT

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	15.05.2020	1700 hours
2	Starting date of downloading tender document	15.05.2020	1700 hours
3	Starting date of submission of bid	15.05.2020	1700 hours
4	Closing date of submission of bid	29.05.2020	1100 hours
5	Closing date & time for submission of original EMD	29.05.2020	Before and upto 1100 hours
6	Opening date of technical bid	05.06.2020	1500 hours

Tender No.	F-32/2018/Training Wing/388 Dated 13 May, 2020
Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
Last Date and time of submission	Upto 1100 hours of 29 May 2020
Date of opening Technical Bid	05 June 2020 at 1500 hours
Date of opening of financial bids for technically qualified bidder	To be notified later
EMD	Rs. 125000/- (Rupees One Lakh Twenty Five Thousand only) in the form of crossed Demand Draft in favour of PAO, Office of C&AG of India New Delhi, payable at New Delhi
Cost of Tender Document	Tender document may be downloaded from https://cag.gov.in/tenders
Validity of Bid	90days
Total Number of pages of Tender Document	26(Twenty Six) pages
Address and Venue of submission of bids	Sr. Administrative Officer (Training Wing), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124.

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SECTION-1

NOTICE INVITING TENDER

Earnest Money Deposit: Rs. 125000/- (Rupees One Lakh Twenty Five Thousand only)

Office of the Comptroller and Auditor General of India, New Delhi invites E-BIDS (ONLINE TENDER) from firms for *Hiring of Consultancy Services for developing, designing and digitizing handbook for onboarding of officers in Indian audit & Accounts Department* as per the requirements specified in the Bidding Document under two Bid System through Central Public Procurement Portal.

The description of consultancy services is given in the tender document. The tender document floated for the purpose can only be downloaded from Central Public Procurement Portal (CPP Portal) (www.eprocure.gov.in) and bids can only be submitted in online mode through the same portal (www.eprocure.gov.in). Bids submitted other than CPP Portal will not be accepted. The tender documents may also be downloaded from this office website <https://cag.gov.in/tenders>. Important dates related to this tender are furnished below for information:

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	15.05.2020	1700 hours
2	Starting date of downloading tender document	15.05.2020	1700 hours
3	Starting date of submission of bid	15.05.2020	1700 hours
4	Closing date of submission of bid	29.05.2020	1100 hours
5	Closing date & time for submission of original EMD	29.05.2020	Before and upto 1100 hours
6	Opening date of technical bid	05.06.2020	1500 hours

The Competent Authority reserves the rights to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Comptroller and Auditor General of India, shall be final and binding.

(ANUSUYA VE)
SR. ADMINISTRATIVE OFFICER
(TRAINING WING)
Phone: 011-23237731/23509251

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SECTION-2

BID SUBMISSION FORM

(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through CPP Portal)

Date: May 2020

LETTER OF BID

To

Sr. Administrative Officer (Training Wing)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124.

Ref: Invitation for Bid No. **TENDER NO. F-32/2018/Training Wing/388 dated 13 May 2020.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We undertake to provide consultancy services to **“Develop, Design and Digitize a handbook for on-boarding of officers in Indian Audit & Accounts Department”** for the Office of the Comptroller and Auditor General of India.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents and Master Service Agreement.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
6. We undertake, to enter into Master Service Agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

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SECTION-3

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS:

a) DEFINITIONS

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

- i. **"Party"** - The word "party" means the Successful Bidder to whom the work of providing consultancy services has been awarded and the Client "Office of the Comptroller and Auditor General of India". For the Bidding / Tender Document Purposes, 'Office of the Comptroller and Auditor General of India' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Service Provider' and / or Bidder or interchangeably.
- ii. **"Letter of Acceptance"** - shall mean the intent of the Client to engage the successful bidder for Acceptance providing consultancy services in its premises
- iii. **"Confidential Information"** - shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
- iv. **"Termination"** - shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
- v. **"Termination Notice"** - shall mean the notice of Termination given by either Party to the other Party
- vi. **"Service Provider"** - shall mean the successful bidder to whom the work of providing services as per Terms of Reference (ToR) appended to the Master Service Agreement(MSA). Hereinafter called as "Service Provider"
- vii. **"Master Service Agreement"** - The word "Master Service Agreement" and "Contract" has been used interchangeably.
- viii. **"Authorised Representatives"** – any person or persons authorized by the bidder to sign the bid document and to represent the bidder for opening of technical and financial bids. The bidder will issue a Power of Attorney to its representative to sign the bid document in its behalf and also issue a letter of authorization to participate in the bid opening. Separate authorization letters must be issued for signing of the bid document, opening of technical bid & opening of financial bid. Failure to submit the power of attorney or authorization letters will render cancellation of the bid.
- ix. **"Currencies"** – shall mean Indian Rupees and payments under this contract will be made in Indian Rupees.

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2.General Conditions:

- a. The Bidding Company should only be a Limited Liability Partnership Company / Private Limited Company/ MSME, registered under the Companies Act, 1956 and MSME Act 2006.
- b. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Comptroller and Auditor General of India. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- c. The requirements mentioned in the tender document are tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

3.MINIMUM ELIGIBILITY CRITERIA :

The following shall be the minimum eligibility criteria for selection of bidders technically. Documents in support of the following must be attached to the bid document;

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Liability Partnership Company or a Private Limited Company registered under the Companies Act, 1956 and MSME Act 2006. A proof for supporting the legal validity of the Bidder in form of registration certificates shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax.**Relevant proof in support shall be submitted.**
- c. **Clearance:** The Bidder should also have clearance from GSTN Department, and Income Tax Department. **Relevant proof in support shall be submitted.**
- d. **Experience:** The Bidder should have experience;
 - **in the field of Learning and Development and should have partnered with national/ international organizations.**
 - **in instructional design using experiential training/ innovative learning methodology**
 - **in creating publications and customized soft skills material**

4. **CONFIDENTIALITY:** The Service Provider shall take all precautions not to disclose, divulge and / or disseminate to any third party including Press / News / Media/ Radio / Television or Other Bodies / Persons, any confidential information, proprietary information provided by the Client's and/or Office of the Client. The obligation is not limited to any scope and the Service Provider shall be held responsible in case of breach of the **CONFIDENTIALITY** of Client's information.

5. PREPARATION OF BIDS

- a. **Language:** Bids and all accompanying documents shall be in English or in Hindi

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- b. **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.
- c. Documents comprising the Bid :
- i Technical Bid Submission **Form** duly signed and printed on Company's **letterhead** (Section-2).
 - ii Signed and Stamped on each page of the tender document.
 - iii The Technical Bid Form (Section 4)
 - iv Earnest Money Deposit of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand only) in form of Demand Draft drawn in favour of **PAO, Office of C&AG of India New Delhi, payable at New Delhi.**
 - v All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in clause 3 of Section-3.

6. SUBMISSION OF E-TENDERS IN CPP PORTAL

- a. Office of the Comptroller and Auditor General of India, hereinafter referred to as the 'Client' invites e-bids (ONLINE TENDERS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) THROUGH CENTRAL PUBLIC PROCUREMENT PORTAL (CPP PORTAL AT WWW.EPROCURE.GOV.IN) from firms "**Consultancy Services for developing, designing and digitizing handbook for onboarding of officers in Indian audit & Accounts Department.**"
- b. The tender document, along with terms and conditions, has been uploaded on www.eprocure.gov.in (CPP Portal). The bidders can log on to the website and see the tender document. The Bidders shall be required to submit Technical and Financial Bids through CPP Portal electronically using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app> .
- c. The bidders who are desirous of participating in e-procurement shall submit their Bids in two bid system i.e. Technical Bids and Financial Bids through Central Public Procurement Portal (CPP Portal) at www.eprocure.gov.in.
- d. The Bidder should download the tender document through CPP Portal and upload it again at the time of submission of the tender after verification and signing with his / their DSC on or before **1100 hours on 29 May 2020**. Bid documents uploaded after **1100 hours on 29 May 2020** will be rejected. The uploading of tender document online with digital signature is in token of the Bidder having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract.

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- e. The bids shall be accompanied by an Earnest Money Deposit of **Rs. 125000/- (Rupees One Lakh Twenty Five Thousand only)** in the form of Demand Draft drawn from any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of **PAO, Office of the Comptroller and Auditor General of India payable at New Delhi.**
- f. The Bidder should scan the Demand Draft for earnest money deposit and upload it online through CPP Portal. The original Demand Draft for earnest money deposit should be sent by Speed Post or Registered Post to reach Sr. Administrative Officer (Training Wing), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi **at or before 1100 hrs on 29 May 2020** i.e. the closure time for uploading of the Bids. It can also be handed over at the Reception Desk of Office of Comptroller & Auditor General of India New Delhi latest **at or before 1100 hrs on 29 May 2020**. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, **the bid shall not be opened.**
- g. Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit scanned documentary proof thereof alongwith technical bid online through CPP Portal. Besides, they have to send a attested hardcopy of same valid exemption certificate(s) by Speed Post or Registered Post to reach Sr. Administrative Officer (Training Wing), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi **at or before 1100 hrs on 29 May 2020** i.e. the closure time for uploading of the Bids. It can also be handed over at the Reception Desk of Office of Comptroller & Auditor General of India New Delhi latest **at or before 1100 hrs on 29 May 2020**. In the event of non-receipt of the attested hardcopy of the valid exemption certificate before the stipulated time, **the bid shall not be opened.**
- h. Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.
- i. **While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.**
- j. The bidder shall attach the copy of the Authorization Letter / General Power of Attorney as the proof of authorization for signing on behalf of the Bidder, if the bid document is signed by any authorized representative.
- k. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria,

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Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.

- l. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- a. Bids received after lapse of the aforesaid date and time will **NOT** be accepted. However the competent authority of the office of the Comptroller and Auditor General of India reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- b. The bidders should upload the scanned copies of all relevant certificates, documents etc mentioned .
- c. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.
- d. The Bidder should upload the financial bids as per the instructions contained in Clause 3 of Section 3 of the tender document on CPP Portal at www.eprocure.gov.in
- e. The bids shall be summarily rejected, if the tender is submitted other than through online (CPP Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in Clause 3 and clause 6 of Section 3 of tender document.
- f. The important dates are mentioned in Section 1 - NIT of the tender document.
- g. **Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be NOT be opened.**

7. TECHNICAL BID:

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through CPP Portal. The following documents shall comprise Technical Bid :-

- a. **Section 2 :Bid Submission Form:**The Bidder shall be required to print "Bid Submission Form' as inSection 2 on Firm's letterhead, sign, scan and upload it online with the Bid in CPP Portal.
- b. **Section 4 : Technical Bid Form:** The Bidder shall be required to sign, scan and upload the Technical Bid Form in CPP Portal.

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- c. **Tender Document:** The Bidder shall be required to download the tender document and upload it again while submission of tender with the DSC in support of their acceptance of the terms and conditions of the tender document.
- d. **Earnest Money Deposit:** A scanned copy of Demand Draft towards the earnest money deposit or valid exemption certificate should be uploaded through CPP Portal as per clause 6 (f) & (g) of Section 3 of the tender document. The Bidder shall ensure that original Demand Draft of the earnest money deposit / valid exemption certificate is also submitted in the office as per the instructions of Clause 6 (f) & (g) of Section 3.
- e. **Documents in support of Minimum Eligibility Criteria:** The Bidder shall be required to upload each of the document online through CPP Portal as mentioned in Clause 3 & 6 of Section 3 of the Tender Document in support of their fulfillment of minimum eligibility criteria.

8. FINANCIAL BID:

- a. The Bidder shall be required to quote their Financial Bid in a single consolidated statement "Financial Bid" template (XLS format) which is available on CPP Portal at www.eprocure.gov.in. The e-Procurement Portal will accept the Financial Bid template only and hence the rate should not be quoted in any other place except Financial Bid template provided in the CPP Portal.
- b. The Bidder should quote rates for every segment of work mentioned in the scope of work in Section 5 in terms in Indian Rupees (in figures as well as words in English). In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quoted for all the category, the bid will not be valid and hence the same will be rejected. The consolidated price will be taken into consideration while awarding of contract to the successful bidder.

9. VALIDITY OF BIDS

- a. Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.
- b. In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

10. BID OPENING PROCEDURE

- a. The Technical Bids shall be opened in the online of the office of the Comptroller and Auditor General of India, New Delhi on **05 June 2020 at 1500 hours** by the Committee authorized by the competent authority of the office of the Comptroller and Auditor General of India in the presence of such bidders who may wish to be present or nominate their representatives. The authorized representatives of the bidders will be required to submit letter of authorization.
- b. The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

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- c. A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- d. Absence of bidder or their representative shall not impair the legality of the bid opening procedure.
- e. After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- f. Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- g. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

11. CLARIFICATION ON TECHNICAL BID EVALUATION.

- a. The technical bids shall be evaluated based on the available documents submitted by the bidder as per clause 3,6,7,& 8 of Section 3. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing OR through email.
- b. If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- c. Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 3, 6 7 & 8 of Section 3.

12. TECHNICAL BID EVALUATION (Quality and Cost Based Selection)

- a. The Client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.
- b. The tendering evaluation shall be done on weightage with 70% to Technical Evaluation and 30% to Financial Evaluation.
- c. The technical bid evaluation shall be done based on specified criteria. During the technical evaluation stage, each bidder shall be assigned marks out of a total of 100 marks, as per the criteria specified below:

i Projects relating to capacity building carried out for Government of India in last 3 years, preferably for IAAD

- a. Upto 1 project 03 marks
- b. 1 - 5 projects 06 Marks
- c. More than 5 projects 10 Marks

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- ii **Experience of the firm in the field of Learning and Development with national organizations/ international organizations, in last 3 years.**
 - a. Upto 1 project 5 marks
 - b. 1 -5 projects 10 Marks
 - c. More than 5 projects 15 marks
 - iii **Experience of the firm in providing blended learning solutions using alternative/innovative methodologies, in last 3 years.**
 - a. Upto 1 project 5 marks
 - b. 1 -5 projects 10 Marks
 - c. More than 5 projects 15 marks
 - iv **Experience of the firm in the field of developing instructional design using experiential training/ innovative learning methodology for national organizations, in last 3 years.**
 - a. Upto 1 project 5 marks
 - b. 1 -5 projects 10 Marks
 - c. More than 5 projects 15 marks
 - v **Experience of the firm in the field of developing instructional design using experiential training/ innovative learning methodology for international organizations, in last 3 years.**
 - a. Upto 1 project 5 marks
 - b. 1 -5 projects 10 Marks
 - c. More than 5 projects 15 marks
 - vi **Experience of the firm in developing customized participant and trainer manual for on-boarding trainings, in last 3 years.**
 - a. Upto 1 project 5 marks
 - b. 1 -5 projects 10 Marks
 - c. More than 5 projects 15 marks
 - vii. **Experience of the firm in creating publications and soft skills material for Corporate Sector/Government Sector, in last 3 years.**
 - a. Upto 1 project 5 marks
 - b. 1 -5 projects 10 Marks
 - c. More than 5 projects 15 marks
- d. **A Bidder should secure mandatorily a minimum of 50% marks** (i.e. 50 marks out of total 100 marks as per clause 11 (c)) in Technical Evaluation in order to qualify **for being eligible for Technical weightage and subsequent opening of financial bid.**
- e. The total marks obtained by a Bidder in the technical bid (as clause 11(c)) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding. *If a Bidder has secures 80 marks out of the total 100 marks in technical*

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*evaluation, his technical **evaluation value shall be: 56** i.e. {80 x 70%} [evaluation value = marks secured against the criteria at clause 12(c) x technical weightage]*

- f. The Bidder shall be required to produce attested copies of the work orders/ completion certificates issued by the clientele/ relevant documents in support of the criteria at clause 12(C) in addition to the documentary evidences mentioned in clause 3 for being considered during technical evaluation.
- g. A substantially **responsive bid** shall be one that meets the requirements of the bidding document in **totality i.e. by following the procedures of the bid document**. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial bid will be returned unopened.
- h. The bidder who qualifies in the technical evaluation stage shall **ONLY** be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the **financial Bid opening in written communication**.

13. FINANCIAL BID OPENING PROCEDURE

- a. The Financial Bids of all the Bidders who qualify the Technical Bid stage, shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- b. Absence of bidders or their authorized representatives shall not impair the legality of the process.
- c. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- d. Mere becoming the lowest bidder, prior to financial bid scrutiny, will not give any right to the Lowest bidder to claim that he is successful in the bidding process. **The successful bidder (L-1) shall be decided only after following due procedure as explained in Para 11 & 13 of Section 3.**

14. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

- a. The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.
- b. The Bidder with the lowest bid Prices (L-1) shall be assigned full 30 marks (i.e. 30% x 100).

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- c. The bidder who quotes the lowest price (L-1) will be assigned financial value of 30. The bidder who quotes next higher rate (L-2, L-3 so on) will be assigned financial value as per the following calculation;

$$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value by bidder (L-2, L-3..... so on)} = \text{financial value of the bidder}$$

- d. The Bidders' ranking shall be arranged depending on the combined value of Technical Weightage and Financial Weightage, obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- e. The Bidder meeting the minimum eligibility criteria and with the **highest marks/rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further process.
- f. If there is a discrepancy between words and figures, the amount in words shall prevail.
- g. Any bidder objecting to the process of the bid opening followed by the Client shall be disqualified and his financial bid shall be returned on the spot.

15. EARNEST MONEY DEPOSIT:

- a. This bids should be accompanied by an Earnest Money Deposit of **Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand only)** in the form of Demand Draft drawn from any nationalized bank. The validity of the Demand Draft must be up to 6 (six) months starting from the date of submission of the bids. The Demand Draft shall be in favour of **PAO, Office of C&AG of India New Delhi, payable at New Delhi.**
- b. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- c. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- d. The bids without Earnest Money shall be summarily rejected.
- e. No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- f. **The bid security may be forfeited:**
- i. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - ii. In case of successful bidder, if the bidder
 1. Fails to sign the contract in accordance with the terms of the tender document

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2. Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
3. Fails or refuses to honor his own quoted prices for the services or part thereof.

16. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- a. The successful bidder will, within fifteen days of the acceptance of the LoA, execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 10% of the accepted contract value in favour of **PAO, Office of C&AG of India New Delhi, payable at New Delhi.**
- b. The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Comptroller and Auditor General of India in the event of any breach or negligence or non-observance of any terms/condition of Master Service Agreement or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Comptroller and Auditor General of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- c. The successful bidder will be responsible to ensure the validity of the Bank Guarantee till a period of six months after completion of the work.

17. PAYMENTS

- a. On selection of the Successful bidder, the firm will be required to sign a Master Service Agreement. The price schedule shall be annexed to the Master Service Agreement according to which all payments shall be made to the Service Provider by the Client for the services rendered. The successful bidder will provide his bank account details for wire transfer of the payments
- b. The prices in the Price Schedule must be indicated exclusive of taxes in column 3 of Section 5. The taxes applicable must be indicated separately.
- c. The initial cost of the Contract shall be valid till close of the Master Service Agreement. No price escalation, shall be entertained by the Client during the period of validity of the Master Service Agreement.
- d. All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- e. Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- f. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

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18. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- a. "Force Majeure" shall mean any event beyond the control of Client or of the Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
 - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
 - (iii) Strike, sabotage, unlawful lockout, epidemics, pandemic, quarantine and plague;
 - (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 24 (twenty four) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- the date of commencement of the event of Force Majeure;
 - the nature and extent of the event of Force Majeure;
 - the estimated Force Majeure Period,
- b. reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- c. the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- d. any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

19. TERMINATION

- a. This Contract may be terminated forthwith by either party by giving ONE month's written notice to the other if:
- i. The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
 - ii. The Contract may be terminated forthwith by the Client by giving written notice to the Service Provider, if:

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- iii. The Service Provider does not provide the required services satisfactorily as per the requirements of the Client or / and as per the Terms of Reference
- iv. The Service Provider goes bankrupt and becomes insolvent.

20. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

21. GOVERNING LAWS AND SETTLEMENT OF DISPUTE: Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

22. Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

23. RIGHT OF ACCEPTANCE:

- a. The Office of the Comptroller and Auditor General of India reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and **does not bind itself to accept the lowest or any specific bids**. The decision of the Competent Authority of the Office of the Comptroller and Auditor General of India in this regard shall be final and binding.
- b. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- c. The competent authority of the office of the Comptroller and Auditor General of India reserves the right to award any or part or full contract to any successful service provider at its discretion and this will be binding on the bidders.
- d. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Comptroller and Auditor General of India reserves the

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right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter service provider who has been awarded the initial contract and this will be binding on the other bidders.

- e. The office of the Comptroller and Auditor General of India may terminate the Contract if it is found that the Service Provider is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

24. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- a. After determining the successful bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.
- b. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- c. The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the Service Provider to mobilize the man power.

25. SIGNING OF MASTER SERVICE AGREEMENT:

- a. The successful Bidder shall sign the Master Service Agreement in accordance with the Articles of Agreement before commencement of the services within **one week** from the date of finalization successful bidder by the Client.
- b. The Master Service Agreement, if awarded, shall be valid for a period of ONE year from the date of award.

26. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- a. The Earnest Money Deposit of the unsuccessful bidders in the ***technical Bid evaluation stage or/and*** shall be returned to the bidders within seven (07) days after opening of the eligible financial Bids, OR within seven (07) days, on award of contract to the Successful bidder.
- b. The Earnest money deposit of all the bidders shall be returned to all the bidders, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids as the case may be.

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SECTION-4

TECHNICAL BID FORM

1. Name of the firm.....
2. Name of the authorised person submitting the Bid “Shri/Smt/Ms.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
5. Address of the firm
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. WebsiteAddress.....
11. Registration & incorporation particulars of the firm:
i)Private Limited ii)Public Limited iii)Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder’s bank, its address and current account number
16. Permanent Income Tax number, Income Tax circle
17. GST No.
18. EPF Registration No.
19. ESIC Registration No.
20. Particulars of EMD
i)Demand Draft No.....Date.....Name of Bank.....Address of Bank.....
Validity of DD.....
21. Description of similar assignments completed during the last three financial years. The bidder must attach scanned copy of the work orders and completion certificates in support of the claim by the firm;

Criteria	No. of projects		
	Upto 1 Project	1 – 5 projects	More than 5 projects
Projects relating to capacity building carried out for Government of India in last 3 years, preferably for IAAD			
Experience of the firm in the field of Learning and Development with national/ international organisations			
Experience of the firm in providing blended learning solutions using alternative/innovative methodologies			
Experience of the firm in the field of developing instructional design using experiential training/ innovative learning			

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Criteria	No. of projects		
	Upto 1 Project	1 – 5 projects	More than 5 projects
methodology for national organisations			
Experience of the firm in the field of developing instructional design using experiential training/ innovative learning methodology for international organisations			
Experience of the firm in developing customized participant and trainer manual for onboarding trainings			
Experience of the firm in creating publications and skills material for Corporate Sector/Government Sector			

Details of Uploaded Documents

Sl.No	Attested Copy of document in support of Leval Valid Entity (Clause 3 of Section 3)	Yes/No
1.	Attested copy of document in support of experience required as per clause 3(d) & clause 12 of Section 3	Yes/No
2.	Earnest Money Deposit OR valid exemption certificate	Yes/No
3.	Copy of PAN	Yes/No
5.	Copy of GST	Yes/No
6.	Copies of ITR for the last three years	Yes/No
7.	Work orders and Completion certificates/reports in support of criteria at clause 12 of Section 3	Yes/No
8.	Bid Submission Form(Section 2)	Yes/No

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SECTION - 5

SCOPE OF WORK and FINANCIAL BID

Sl. No	Scope of work	Time schedule	Cost of work (INR) exclusive of taxes.
1	Conduct a 360° and psychometric assessments of all participants prior to commencing the work. The service provider will be required to visit the capacity building facilities of IAAD at own cost	Within one week from the date of award of the MSA*	
2	Assimilate the contents provided by IAAD, design and digitise the same for the onboarding training manual	Within 3 weeks from date of award of the MSA*	
3	Develop and design soft skills, competency enhancement and ethics modules on the basis of the assessments made during visits to the capacity building facilities of IAAD.	Within 5 weeks from date of award of the MSA*	
4	Compile, design and digitize the comprehensive reading materials, articles, case studies and links to provide an introduction to the various topics to be covered during the Learning Modules and also to provide additional information to that covered during the Modules by way of infographics	Within 8 weeks from date of award of the MSA*	
5	Production of a final onboarding training manual	Within 10 weeks from date of award of the MSA*	

Rate of tax applicable to be indicated separately

*MSA - Master Service Agreement

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Section – 6

**FORM-II
BID SECURITY FORM**

No.....

Date.....

To

**Principal Director (International Relations & Training),(hereinafter called "The Owner)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi**

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing consultancy services vide **TENDER NO. F-32/2018/Training Wing/388 DATED 13 May 2020** KNOW ALL MEN by these presents that WEof having our registered office at (Hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs 1,25,000/- (Rupees one lakh twenty five thousand only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 14 of section 3 of the Bid document and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

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Section – 7

(Letter of Authorisation for attending Bid Opening)

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before time of bid opening (Technical and Financial))**

To

The Sr. Administrative Officer (Training Wing)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi

Subject: Authorization for attending bid opening on _____ (date) in the Tender No.
_____ .

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf
of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received

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**Section 8
FORM-V**

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date : Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the Comptroller and Auditor General of India having its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] ("**Contract**") with [*insert name of the Successful Bidder*](hereinafter referred to as the "**Service Provider**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of consultancy services ("**Consultancy Services**" shall have the meaning ascribed to it in the Master Service Agreement] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Service Provider shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Service Provider for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Service Provider has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*].....and at the request of the Service Provider and in consideration of the promises made by the Service Provider, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Service Provider merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....
.....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Service Provider which under law relating the Surety would but for the provisions have the effect of releasing the surety.

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- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Service Provider and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Service Provider but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Service Provider's obligations against which this bank guarantee is given are not completed or fully performed by the Service Provider within the period prescribed under the Contract, on request of the Service Provider, the Bank hereby agrees to further extend the bank guarantee, till the Service Provider fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank