



**For selection of an agency for
Successful Internship Preparedness, Supervision and Appraisal System
for the batch of students of the Graduate Insolvency Programme (GIP)**

for

**Indian Institute of Corporate Affairs
Ministry of Corporate Affairs Govt. of India**

RFP No. IICA/22-1/2019-CIB

संख्या: आई आई सी ए / File No. 22-01/2019
भारतीय कॉरपोरेट कार्य संस्थान/ Indian Institute of Corporate Affairs
प्लॉट नं. ६, ७, और ८, सेक्टर-५ /Plot No. -6, 7 & 8, Sector – 5,
आई एम टी मानेसर, जिला गुरुग्राम /IMT Manesar, Distt. Gurugram
पिन कोड -१२२०५०/ Pin Code-122050

दिनांक/Dated: October, 2019

Sub: Request for Proposal (RFP) for Successful Internship Supervision and Appraisal System for the batch of students of the Graduate Insolvency Programme (GIP)

Indian Institute of Corporate Affairs (IICA), under the Ministry of Corporate Affairs, Govt. of India, invites technical and financial bids from reputed service provider agencies in the field of “Internship Supervision and Appraisal System” as per requirement as specified in the “Scope of Work” defined in PART B of this RFP document.

2. The complete detail regarding scope of work, eligibility conditions, evaluation process and format for submission of technical and financial bid etc. is mentioned in this “Request for Proposal (RFP)” document.
3. Interested, authorized and eligible agencies who meet the stated requirement are requested to submit their proposals.
4. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the bid document or reject any or all the bids without giving any notice or assigning any reason thereof. The decision of competent authority in this regard will be final and binding.
5. All the prospective bidders are requested to read and understand the terms and conditions of the contract as detailed in this RFP document before submitting their bids, as no change or violation of the terms and conditions are permissible once the bid is accepted by this office.
6. The RFP document can be previewed and downloaded from the website of the organization (www.iica.nic.in) under “Bid” section, on the home page.
7. The deadline for submission of bid is 3:00 P.M. on 5th November, 2019.
8. For further details, bidders may contact Mr. Ravi Raj Atrey, Chief Programme Executive, CI&B at 0124 2640000 / 9971832007 or e-mail at gip@iica.in
9. The bids will be opened on 30th October, 2019 at 3:00 PM. at Meeting Room, 1st Floor, Main Building of IICA.

Sd/-

(Dr. Neeti Shikha)

Tender Inviting Authority IICA, M/o Corporate Affairs Tel: 0124-2640000

IMPORTANT INFORMATION ON SCHEDULE

SL. NO.	HEAD	DESCRIPTION
1.	Work Commencement	<ul style="list-style-type: none">• Within 15 days from the date of award of contract /issue of work order.
2.	RFP publication on website	18th, October, 2019
4.	RFP Document Availability	<ul style="list-style-type: none">• The RFP document can be previewed and downloaded from the website of the organization (www.iica.nic.in) under “Bid” section, on the home page.
5.	Bid Submission - Deadline	3:00 P.M. on 5th November, 2019
6.	Bid Opening and Presentations	3:00 P.M. on 6th November, 2019
7.	Venue (Bid Opening and presentations)	<ul style="list-style-type: none">• Meeting Room, 1st Floor, IICA
8.	Bid Inviting Authority	Dr. Neeti Shikha Head, Centre for Insolvency and Bankruptcy Indian Institute of Corporate Affairs, Ministry of Corporate Affairs Govt. of India Plot No. P 6,7,8 Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052 Phone No. : +91-(0124)-2640000 Email: gip@iica.in
9.	Pre Bid Meeting	<ul style="list-style-type: none">• The pre bid meeting will be held at 3:00 P.M. on 30th, October, 2019 at Meeting Room, 1st Floor, IICA. Maximum two representatives of each prospective bidder, duly authorized by their respective organizations, shall be allowed to attend the meeting.

10.	EMD	<ul style="list-style-type: none"> An earnest money (EMD) of Rs. 10,000.00 (Rupees Ten Thousand Only) in the form of bank draft in favour of Indian Institute of Corporate Affairs, payable at New Delhi may be submitted in original through Speed Post/Courier/Registered Post/By hand to the bid inviting authority. The earnest money will be refunded to the unsuccessful bidders after finalization of the contract.
11.	EMD Submission	<ul style="list-style-type: none"> The EMD (in original), enclosed in a sealed envelope and duly addressed to the Bid Inviting Authority by name, should invariably reach the bid inviting authority by 3:00 P.M. of 4th November, 2019 by all means.
12.	Performance Security Deposit	For an amount equal to 10% of the work order / contract value (to be submitted upon issuance of work order)
	Timeliness	<ul style="list-style-type: none"> The total duration of the project is estimated 12 months As part of the proposal, the Bidder/Agency should provide a detailed timeline for Project Implementation Schedule and key activities

Sd/-

(Dr. Neeti Shikha)

Tender Inviting Authority IICA, M/o Corporate Affairs Tel: 0124-2640000

PART - A

:: INSTRUCTION TO BIDDERS ::

A. Eligibility Criteria

All the information requested for pre-qualification shall be provided by the bidder. Failure to provide information, which is essential to evaluate the bidder's qualification, or to provide timely clarification or substantiation of the information supplied may result in disqualification of the bidder.

Pre-qualification will be based on meeting all the following minimum criteria regarding the Bidders' general and special experience, personnel, equipment and financial capabilities, as demonstrated by the bidder's responses in the forms attached.

The bidder should satisfy the below mentioned criteria and should invariably submit valid documentary evidence to support the eligibility claim:

1. The bidder should be an experienced & professional Service Provider having credible and proven experience and expertise in conducting Internship Supervision and Appraisal Systems preferably based out of or having its office in Delhi NCR region.
2. The bidder must invariably possess adequate expertise in the entire process of conducting Internship Supervision and Appraisal Systems as per the Scope of work. The Service Provider must have an extensive prior experience of working in similar area with other universities/ institutions/ government bodies.
3. The bidder should be a reputed, reliable and well-established Partnership /Registered Society or a Company registered under the Companies Act and should have been in the business for more than 3 years. The following documents may be submitted in support:
 - a. Copy of Certificate of Incorporation,
 - b. Copy of Memorandum & Articles of Association
4. The bidder should have annual turnover of Rs. 20 Lakhs or above during audited financial years 2016-17, 2017-18 and 2018-19 and submit the following:
 - a. Certification from a Chartered Accountant (CA) certifying turnover in the financial years 2016-17, 2017-18 and 2018-19.
 - b. A copy of the audited annual accounts for these years.
 - c. Copy of Service Tax Registration Certificate, if applicable
 - d. Copy of PAN Card.
 - e. Up-to-date GST registration certificate

5. Bidder has to submit their clientele list. A list of clients to whom similar services have been provided in the past three years should be furnished with particulars like name of the organization, items supplied, quantity of services provided, name, address & phone number of contact person. Certificates from earlier clients for successful fulfilment of Contract must be enclosed.
6. The bidder should have executed (during last 3 years) at least one project for complete and comprehensive conduct of “Internship Supervision and Appraisal System” of minimum Work order value of INR 4,00,000/- or two projects of minimum Work Order value of INR 2,50,000/- each or three projects of minimum Work Order value of INR 2,00,000/- each. Detail of such projects along with certificates from the organizations for successful and satisfactory completion of project to be furnished.
7. A bidder will be selected under the Combined Quality cum Cost Based System method (CQCCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and as per procedures described in this RFP.
8. Financial proposals of only those bidders will be evaluated, who secure a minimum of 60% marks in the technical evaluation. The proposal with the lowest total bid value as given in FORM Annexure - XI Price Bid Proforma shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their total bid value.
9. The bidder should not have been debarred or blacklisted by any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs. The bidder shall provide a certificate with the bid that the bidder has not been debarred/ blacklisted for any reason for any period by any agency mentioned as above during last 5 years. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the bid/order, but may also warrant legal action.
10. Bidder debarred/ blacklisted by any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs as on bid calling date for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

2	Pre-Qualification Criteria and Supporting Documents	Compliance X / √
2.1	Is your organization registered and has been in operation for at least three years?	
	Attach Incorporation/ Registration Certificate or any other supporting document.	

2.3	Do you have a dedicated manpower size of at least 10 people for undertaking the creative project?	
	Self-certification.	
2.4	Have you successfully completed at least 1 similar project initiative over the last 2 years having a minimum project cost of at least INR 4 lakhs?	
	Attach Copy of work order, contract for each of the mentioned assignments or any other supporting document.	
2.5	Have you attached the INR 10,000 Demand Draft for EMD?	

Documentary proof is essential without which the proposal will be rejected. Technical and Financial evaluation will be done only for the bidders satisfying the above criteria

B. Guidelines on Bid submission:

1. The language of the documentation in the bids must be in standard official English.
2. Bidders shall not be permitted to withdraw their offer after submission of their bids. Conditional bids shall not be accepted. 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 / EMD shall be forfeited.
3. All erasures and alterations made while filling the bid must be attested by initials of the bidder. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the bid void. No advice for any change in rule or conditions after the opening of the bid will be entertained.
4. The bid submitted on behalf of a bidder shall be signed by all the partners of the bidder or by a partner who has the necessary authority on behalf of the bidder to enter into the proposed contract otherwise the bid is liable to be rejected.
5. The bidder is required to furnish the information as sought in Annexure(s), entailed in this RFP document, failing which the bid shall be summarily rejected.
6. The complete bid document and all other required enclosures / documents / Annexure(s) should be signed on each page by the Authorized Person / Signatory and be submitted accordingly, failing which the bid shall be summarily rejected. Each page of the bid documents is required to be signed by the authorized person or persons submitting the bid in token of his / their having acquainted himself/ themselves with the terms & conditions of the contract as stipulated.
7. All bids are to be submitted under two bids system (Technical and Financial Bids). Technical and Financial **bids** shall be submitted two separate sealed envelopes kept in in one single packet:

Technical Bid: The technical bid must be accompanied along with the following documents compulsorily, failing which the bid will be rejected:

-

- i. Brief description of the methodology proposed for carrying out the job scope, entailing and specifying the execution of the “Scope of Work”, clearly indicating each and every step along with definitive timelines and weekly Gantt chart.
- ii. Copy of Certificate of Incorporation, if any.
- iii. Copies of affidavit for sole Proprietorship/ Partnership deed/ Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the bidder etc. (if applicable).
- iv. Written Power of Attorney on stamp paper in favour of person signing the bid documents.
- v. Copy of Certificate of GST
- vi. Copy of Certificate of Service Tax Registration, if applicable.
- vii. Copy of PAN Card.
- viii. Copy of the last audited balance sheet of the company.
- ix. Income tax registration detail.
- x. Technical detail of the services offered.
- xi. Statement of deviation from the technical specifications.
- xii. Copies of work orders of relevant and similar works successfully executed by the bidder.
- xiii. Certificate of Registration of bidder
- xiv. Technical Literatures/Brochures/Catalogues of the quoted services.
- xv. An undertaking stating that no legal suit/criminal case/litigation of any form is pending against its partners/ proprietor. An affidavit to that effect on Non-Judicial Stamp paper of 50/- duly notarised shall be enclosed and submitted along with the technical bid.

- xvi. The bidder has to give a self declaration that the terms and conditions, as indicated in the bid document, are acceptable to the bidder.
 - xvii. As a token of acceptance and having understood/agreed to the terms and conditions as specified in the bid document, duly signed bid document by an authorized signatory along with the seal of the bidder, in original.
8. The bid is to be submitted in prescribed format on bidder's business letter head duly stamped and signed and dated on each page as their unconditional acceptance to the terms prescribed by IICA. Details/supporting documents wherever applicable, if attached with the bid should be duly authenticated by the bidder. No over-writings shall be accepted unless authenticated with full signature of the bidder.
- 9. IICA shall not be bound by any printed conditions or provisions in the Bidder's Bid.**
10. The seal of the company must be affixed on all pages of the technical and commercial bid.
11. All papers comprising the bid must be serially numbered. The page number/s of each document in support of the eligibility criteria should be clearly mentioned at the appropriate place.
12. Any deviation of any sort shall be categorically mentioned and specifically indicated in the submitted bid.
13. Silence or use of the word "Noted" against any of the bid conditions, as outlined in the bid document, shall be construed as acceptance of the same.
14. The seal of the company must be affixed on all pages of the bid.
15. The contract shall be for the full assignment as described in the bid. Corrections, if any, shall be made by crossing out, initials, dating and re-writing.
16. Fixed cost mentioned includes all elements of cost no arithmetical correction or price adjustment are allowed during evaluation and execution. The prices have been quoted in Indian Rupees only.
17. Packing, forwarding, insurance etc will be to vendors account inclusive in fixed cost. All essential accessories cost are included in the fixed cost.
18. Each bidder shall submit only one quotation. Alternatives offer option, if any, must be quoted in independent/separate bid schedule

19. **Cost of Bid preparation:** The bidder shall bear all costs associated with the preparation and submission of their bids and IICA shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid, even though IICA may elect to modify/withdraw the bid.

C. Terms & Conditions (General)

The terms and conditions of contract are indicated below:

The financial quotation can not exceed INR 14,000 PER STUDENT (including the taxes).

The Financial Proposal should include all commercial prices inclusive of all the taxes, duties and levies, etc. applicable at the time of submission of Proposals. Contract price shall remain fixed for the entire Contract period, except changes in the Tax Law,

1. Fixed Rates mentioned in this document if accepted shall remain during the bid validity period and no requests for any increase in the rates will be entertained during the said period. No escalation in rates will be allowed during the bid validity period.
2. No requests for payment in advance or no invoices raised for any advance payment shall be entertained or accepted at any point, during the entire duration of the bid process.
3. IICA will not accept any duplicate/substandard items/services. If the Agency is not able to provide the original and quality services, necessary action as deemed fit and appropriate by the competent authority, shall be taken against the bidder i.e. imposition of penalty, cancellation of contract or forfeiture of EMD/Performance Security Deposited (as applicable) with the contract, including blacklisting of the agency.
4. The Agency will be responsible for proper and successful execution of work as per defined scope including services.
5. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the bid document or reject any or all the bids without giving any notice or assigning any reason thereof. The decision of competent authority in this regard will be final and binding.
6. Duly constituted committee shall open and evaluate the bids.
7. IICA reserves the right to cancel the contract or to withhold payment in the event of non- commencement or unsatisfactory performance by the bidder.
8. Contractor can be de-barred or black listed if found to be indulging in wrong/

unethical practices or sub-standard material.

9. In case the appointed supplier is found in breach of any condition(s) of the contract at any stage or services of the supplier is found not to the satisfaction of the competent authority in IICA, the contract may be terminated. The decision of the competent authority in IICA shall be final and binding in this regard.
10. If the contractor after submission of bid and/or due acceptance of the same fails to abide by the terms and conditions of the bid document, and/or execute as per prescribed schedule, IICA will have the right to take necessary actions. The decision of the competent authority in IICA in this regard will be final and binding.
11. IICA reserves the right to cancel the “Work Order” at any point of time without assigning any reason thereof. Further, all disputes in respect to this shall be subject to the Indian laws and jurisdiction of the courts located in Delhi only.
12. Hypothetical or Conditional Bid shall not be considered and will be rejected summarily.
13. This bid is non transferable.

D. Terms and Conditions (Commercial):

1. Payment will be made in four equal installments after every three months only after satisfactory completion of the assigned job, as per specified “Scope of Work” entailed in this document as well as any associated and related works/jobs incidental thereto.
2. No advance payment will be made.
3. Proportionate payment shall be deducted from the contractor's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the authorized officer of IICA. In case of any difference of opinion between the authorized officer of IICA and the contractor, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the DG & CEO, IICA, whose decision on the matter shall be final.
4. IICA may also, at their discretion get such defective/deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus 10% of actual spent amount including all actual IICA establishment charges, from the contractor's bills.
5. Receipt of material/services is subject to inspection.
6. The agency shall raise the invoice. IICA shall make the payment maximum within 60 days from the date of submission of invoice, if the invoice(s) is/are

found in order and inspection report found satisfactory.

7. GST/Service Tax and any other statutory tax / cess / levy shall be deducted at source as per rules prevalent at the time, and deposited with the quarter concerned.
8. Costs/charges not mentioned in this document shall not be paid.
9. Bank charges, if any, shall be borne by the agency.
10. For any deficiency or defective service, an amount proportionate to the rates quoted by the contractor as given in his Price Bid shall be deducted from the monthly payment made to the Service provider/ Agency. The decision of authorized officer/competent authority of IICA shall be final in this regard.
11. The payment shall be made after deducting any amounts due from the contractor by way of taxes, security deposit, penalties/ recoveries if any etc.

E. Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, IICA, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by issuing amendment(s).
2. Any amendment(s)/modification(s) shall be uploaded and published on IICA's website www.iica.in, and these will be binding on the prospective bidders.
3. In order to allow eligible bidders a reasonable time to take the amendment into account in preparing their bids, IICA, at its discretion, may extend the deadline for the submission of bids, which shall accordingly be published on IICA's website.
4. Responsibility for checking of any amendments/changes made to the bid, corrigendum issued as well as any related notices published on IICA's website, with respect to the bid shall rest solely with the bidder. IICA shall in no way be held responsible for non-intimation of the same to the respective bidders.

F. Penalty

In case it is found at any stage that the quality of services is inferior to generally accepted standards, the contract is likely to be cancelled and suitable penalty imposed on the agency, as decided by the competent authority in IICA, which can extend to blacklisting of the agency also.

Performance security

For the due performance of the program/ project in accordance with the terms and conditions specified in the Letter of Award (LOA) the Agency shall on the day or before signing the Contract which shall not be later than 30 (thirty) days of the issue of the Letter of Award, furnish to **IICA** a performance security in the form of an irrevocable and unconditional Bank Guarantee for an amount equal to 10% (Ten Percent) of cost implementation of the project. This performance guarantee will be released upon fulfillment of all responsibilities for completion of development and implementation of the assignment.

The Bank Guarantee shall be in favour of **IICA**, issued by the State Bank of India or any Nationalized or scheduled Indian Bank, approved by the Reserve Bank of India and acceptable to **IICA**. The Bank Guarantee shall be in the Proforma acceptable to **IICA**.

It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.

The performance Bank Guarantee shall be initially valid for twelve months after the scheduled completion date. It will be discharged by **IICA** and returned to the Agency not later than 3 (three) months following the date of completion of the Agency's obligations, under the Contract.

Should the program/ project period, for whatever reason be extended, the Agency, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to **IICA** before the expiry date of the Bank Guarantee originally furnished.

G. Bid Validity

1. Bid shall remain valid for a period of **90 days**, from the due date of bid submission. Any bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, IICA may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

H. Opening of Bid

1. Bid will be opened on **6th November, 2019 at 3:00 P.M.** in presence of the bidders or their representatives who may like to be present at the following venue

Meeting Room, 1st Floor, Main Building Indian Institute of Corporate Affairs,

Ministry of Corporate Affairs, Govt. of India Plot No. P 6, 7, 8, Sec. 5, IMT,
Manesar District-Gurugram, Haryana PIN Code - 122052

2. The Bidder's names, Bid/bid modifications or withdrawals and such other details, as IICA at its discretion, may consider appropriate, will be announced at the time of opening.
3. In case due to any reason Govt. of India/IICA declares holiday on date of opening of bid then the bid will be opened on the next working day at the same time and venue.

I. Bid Examination & Evaluation

1. Bid/bids without the prescribed format shall be rejected.
2. Vague, conditional, incomplete and bids received after the last date shall be out rightly rejected.
3. Bid/bids not meeting eligibility requirements as specified will be rejected.
4. Only those bid/bids meeting eligibility requirements as per specification in bid/bid document will be further evaluated.
5. IICA may ask bidder(s) for additional information, visit to bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in bid/bid documentation.
6. If there is a discrepancy between words & figures, the amount in words shall prevail.
7. From the time the bid is opened to the time the bid is awarded, the bidders should not contact IICA on any matter related to its qualification, technical and/or financial Proposal.
8. Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the bid or the authority who is competent finally to accept it after he has submitted his bid or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular bid will render the bid liable to exclusion from consideration. Any effort by bidders to influence IICA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the bid.
9. **The "Tender Evaluation Committee (TEC)" constituted for the purpose reserves the right to accept or reject any or all the bids and to annul the bidding process and reject all the bids at any time prior to placement of**

order without assigning any reason thereto and without any obligation to inform the affected bidders.

10. The TEC reserves the right to assess the capacity / capability of the suppliers in the overall interest of the Institute without assigning any reason.
11. Bid without all the necessary supporting documents, as sought herein, shall be rejected.
12. Bid without a valid “Power of Attorney/ Authorization” for signing of bid will be rejected.
13. IICA shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the technical bid and on the basis of such credentials, IICA may reject the candidature of the bidder without assigning any reason. In such case(s) the financial bid shall not be opened for that particular Bidder. The financial bid of only those bidders who qualify in the technical scrutiny shall be opened.
14. IICA will evaluate all the proposals to determine whether these are complete in all respects as specified in the bid document. Evaluation of the proposals shall be done as below:

(a) Stage – I (Technical Evaluation – it is supported by documents including pre-qualification criteria)

IICA shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD (if applicable), whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to be submitted with technical bid are submitted and whether bids are completed and generally in order.

(b) Stage – II (Presentations):

Only those bidders which qualify technically shall be invited for Presentations. Bidder may present their Description of the approach, methodology and work plan for performing the assignment/ job

J. Clarification of Bids

To assist the examination, evaluation, assessment and comparison of the submitted bids, Bid Inviting Authority may constitute a Technical Evaluation Committee and may ask the bidder for clarification of its bids. The request for clarification shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

K. Taxes and Duties

The bidder shall include in Bid Price all local taxes and duties as applicable on amounts payable by the Agency under the Contract. All taxes, duties and other impositions as applicable in India shall always be deemed to be included in the Financial Proposal.

The Financial Proposal shall include all commercial implications and all applicable taxes should also be included in the Financial Proposal.

Bid/Contract price shall remain fixed for the entire Contract period. Bidder awarded the bid shall be responsible for all taxes, duties, license, fees etc. incurred until delivery of the items/equipment to IICA. No tax or duty shall be payable by IICA unless specified by the bidder in the price bid.

L. Award of Bid

IICA will award the bid to successful bidder whose bid/bid has been determined to be responsive and most competitive, provided further that the bidder is determined to be qualified to perform the project satisfactorily.

M. Right to Vary Quantities, Quantum/Scope of Work

1. IICA reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the bid document at the time of award or subsequently during execution of the project.
2. IICA reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any bid and accept or reject any or all bids, wholly or partly or close/cancel/withdraw the bid without assigning any reason whatsoever.
3. The competent authority at IICA shall have the power:

To make alteration in, omissions from, additions to, or substitutions for the original instructions that may appear to him to be necessary or advisable during the progress of the work.

N. Right to reject any or All Bid/bids

IICA reserves the right to reject any Bid/bid and to cancel the Bidding process entirely and reject all bid/bids at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

O. Notification of Successful Bidder and Acceptance by Successful Bidder

1. Prior to expiration of the period of bid validity, IICA will notify the successful bidder in writing that its bid has been accepted by issuance of Letter of Intent (LOI) / Work Order (WO) / Supply Order (SO).
2. Within 3 (Three) days of receipt of such intimation or within 5 days from the date of issue of the Letter of intent (LOI)/Award of Contract (AOC)/ Work Order, the successful bidder shall indicate in writing to the “Bid Inviting authority”, eliciting its acceptance of the work order.
3. Within 3 (Three) days of receipt of such intimation, the successful bidder shall execute the order, as per terms and conditions stipulated therein and in the e-RFP document.

P. Disqualification / Annulment of Contract.

IICA, may at its own sole discretion, at any time during the bid process, disqualify any bidder from the process, if:

1. The bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
2. The bidder has exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures, etc.
3. The bid/bid is not accompanied by required documentation. The bidder failed to provide clarifications related thereto, when sought.
4. Information which would have entitled IICA to reject or disqualify the bid/bid becomes known after the Bidder has been qualified; IICA reserves the right to reject the Bidder at that time or at any time after such information becomes known.
5. The bidder is found to canvass, influence or attempt to influence in any manner the qualification or selection process.

6. IICA reserves the right to blacklist a bidder for a suitable period in case he

fails to honour his bid without sufficient grounds.

7. Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the bid or the authority who is competent to finally accept it after he has submitted his bid or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular bid will render the bid liable to exclusion from consideration.
8. Failure of the successful bidder to comply with the requirements of any or all Clause(s) as mentioned in the Bid Document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event IICA may make the award to any other bidder at the discretion of IICA or call for new bids.
9. While all the conditions specified in the bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents.

Non-compliance of any one of the following clauses shall result in outright rejection of the bid.

- a. The bids will be rejected at opening stage if EMD is not submitted and bid validity is less than the period prescribed and mentioned above.
- b. If clause-by-clause compliance and deviation Statements as prescribed are not given; the bid will be rejected at the stage of Primary evaluation. In case of no deviations, a statement to that effect must be given.
- c. Compliance if given using ambiguous words like “Noted”, “Understood”, “Noted & Understood” shall not be accepted as complied. Mere “Complied” will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- d. Prices are not filled in as prescribed in price Schedule.
- e. Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.

Q. Inspection

The IICA's representative shall have the right to inspect the premises of the prospective bidders' facility.

R. Local Conditions

It shall be the responsibility of each bidder to fully inform / acquaint / familiarize itself with

local conditions and factors, which may have any effect or bearing on the execution of services to be rendered under the contract. All prospective bidder(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions and familiarize themselves with all the existing infrastructure, set up and layout. IICA shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by IICA, on the basis of any non-clarity of information about local conditions being pleaded by the bidder. Further, no claim for financial adjustment being made by the contract awarded on this bid document will be entertained by the IICA, whatsoever.

S. Other Conditions

1. The Bidder shall furnish the information in standard official English.
2. The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent, would have to give a written undertaking that it would bear all financial liabilities of the subsidiary with regard to this bid.
3. The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent, would have to give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and when required.

T. Set-Off

Any sum of money due and payable to bidder (including security deposit refundable to it) under this contract may be appropriated by the purchaser or the IICA or any other person or persons contracting through the IICA and set off the same against any claim of IICA or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by bidder with IICA or such other person or persons contracting through the IICA.

U. Notice

Any notice given by one party to the other pursuant to this bid/bid shall be sent to the other party in writing to the other party's address. A notice shall be effective from the date when Notice in writing is delivered or bid/bid/bided or affixed at a conspicuous place whichever is earlier.

V. Force Majeure

1. If at any time during the execution of the awarded contract, the performance of the contractor, in whole or in part, by either of any obligation under the contract, shall be prevented or delayed by reasons of any war or hostility, acts of public

enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, riots, strikes, natural calamity or acts of god (hereinafter referred to as events), provided notice of happening of any such event is given by either party to the other within 21 days from the date of occurrence of the event, either party shall, by reasons of such event, be entitled to re-determine the contract nor shall either party have any claim for damages against the other in respect of such event.

2. Obligations arising out of this contract shall resume after the event or events have come to an end or ceased to exist. The decision of the competent authority of IICA as to whether such event or events have come to an end or ceased to exist or whether delivery of the service by the service provider has to be resumed or not shall be final, conclusive and binding. Provided both the parties may at their option terminate their obligations under the contract and thereupon IICA shall be at liberty to take over from the service provider all the works at a price to be fixed by IICA, which shall be final, and the service provider shall refund forthwith the amount paid to it by IICA.

W. Indemnification

1. The Supplier shall indemnify IICA and hold it harmless from all suits, actions, debts, accounts, costs, losses, and expenses of all kinds (including legal expenses and professional advisory service expenses) arising from or out of any adverse claims of any and all persons related to the execution of services.
2. Notwithstanding any of the other provisions contained in this Bid/Contract, the Bidder shall protect, defend, indemnify and hold harmless, IICA and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursement) arising from 'or' relating to:
 - a. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator.
 - b. Any claim made by third parties arising out of use of the services of IICA being provided using the equipment supplied under the Bid.
 - c. Claims arising in connection with interruptions 'or' degradation of services to IICA customers 'or' to other service providers whatsoever shall be the cause 'or' duration thereof; and
 - d. Any claim that the equipment/services/'or' any value addition component offered and supplied by the bidder in this bid, infringe any patent, trademarks or copyright of any third party.
 - e. The parties shall indemnify, defend and hold the other harmless against any and all third-party claims.
 - f. Such indemnity shall not extend to any loss, death or injury or any expenses relating thereto to the extent that it was caused by any act or omission of either party or the failure of either party to take reasonable steps in mitigation thereof.
 - g. Such indemnity shall not be applicable to any loss, damage, cost or

expense in respect of, and to the extent that either party is compensated pursuant to the terms of any other Contract or under any policy of insurance.

For the purpose of this Article:

- a. Nothing in this Article whether expressed or implied shall relieve either Party of any express obligation to make any payment due to the other Party under this Bid/bid.
- b. Properties and Facilities: The bidder shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold IICA harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of properties and facilities.
- c. Control and Possession: The bidder shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the System.

The bidder shall furnish an unequivocal, unqualified and irrevocable undertaking along with the Bid Document to the effect that; During the Bidding process 'or' during the course of execution of the Contract 'or' at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the services etc. being offered under the Bid/Contract, the Purchaser (IICA) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the Value of the Bided services from the Bidder for such misrepresentation. The Bidder shall immediately on being told by IICA pay such sum of money to IICA. Quantum of damages under this clause assessed and levied by the Purchaser (IICA) shall be final and not challengeable by the Bidder/supplier.

X.Default and Termination

IICA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate the Contract for services in whole or in parts:

1. If the Agency fails to deliver either the whole or part of the services.
2. If the Agency fails to perform any other obligation(s) and,
3. If the Agency, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as IICA may authorize in writing) after receipt of the default notice from IICA.
4. On a notice period of 60 days.

All data /reports collected by the Bidder shall be returned to IICA in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to IICA.

Y. Termination for Insolvency

IICA may at any time terminate the Contract by giving 30 (thirty) days written notice to the bidder without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to IICA.

AA. Resolution of Disputes

All disputes arising out of or in connection with the agreement/contract shall be attempted to be settled through good-faith negotiation between senior management of both parties, failing which it shall be subject to the extant laws of the Republic of India and to the jurisdiction of court(s) of Delhi.

1. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other party in writing.
2. The place of the arbitration shall be New Delhi, India.
3. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
4. The proceedings of arbitration shall be in standard official Indian English language.
5. **Informal Dispute Resolution**: The parties agree to attempt to resolve all disputes arising under the agreement, equitably, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
6. **Formal Dispute Resolution**: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration and Conciliation Act of 1996 as amended from time to time and the award made in pursuance thereof shall be binding on the parties.

AB. Intellectual Property Rights

1. Prior to the commencement of each project, “BIDDER/SERVICE PROVIDER/CONTRACTOR” shall specify the ownership held by “BIDDER/SERVICE PROVIDER/CONTRACTOR” or any third party, of the material used or to be used in the deliverables and services. “BIDDER/SERVICE PROVIDER/CONTRACTOR” grants IICA right to use over such rights to the extent they are incorporated in the deliverables and services.
2. All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by “BIDDER/SERVICE PROVIDER/CONTRACTOR” under this agreement, including but not limited to deliverables, services and associated documentation, shall be vested in and be the exclusive property of “BIDDER/SERVICE PROVIDER/CONTRACTOR”. “BIDDER/SERVICE PROVIDER/CONTRACTOR” grants to IICA an irrevocable, non-exclusive, worldwide, royalty free, transferable license to use, copy, modify and develop the same for internal purposes.
3. IICA shall not take any action that jeopardizes such proprietary rights of “BIDDER/SERVICE PROVIDER/CONTRACTOR” or acquire any right to any work produced by “BIDDER/SERVICE PROVIDER/CONTRACTOR” under this agreement.

AC. Matters deemed as “Excepted Matters”

The following shall be treated as “Excepted Matters” for the purpose of arbitration:

1. Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one on his or on their behalf to any officer, or employee or IICA or to any person on his or their behalf in relation to the obtaining of the execution of this or any other contract with IICA, shall, in addition to any criminal liability which he may incur, subject the Contractor to the rescission of the contract under the contract or any other contracts with IICA. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employees of IICA and if he shall do so IICA shall be entitled forthwith to rescind the contract and all other contracts with IICA. Any question or dispute as to the commission of any offence or compensation payable to IICA under this clause shall be settled by DG & CEO, IICA in decision shall be final and conclusive.
2. Meaning and intent of specifications and drawings.
3. Rates for extra items of works
4. Measurement of works
5. Provisions of Payment of Wages Act
6. Payment of advances and recovery
7. Determination of contract

8. Provisions of Contract Labour/Regulation and Abolition Act 1970
9. Non- conformance of work

AD. Mergers & Acquisitions

In case of mergers and acquisitions of bidder/service provider/contractor Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

AE. Governing Language

All correspondence and other documents to be exchanged by the parties shall be written in Standard Official Indian English language. The version written in English language shall govern its interpretation.

AF. Applicable Law

Appropriate laws of “The Republic of India” shall apply.

AG. Changes in Law

In the event of any change in law, that affects the performance of the contractor, the contractor may be given the benefit or burden resulting from such change in law, if the competent authority in IICA wished to do so.

AH. Disclaimer

All the information contained in this document is stated only for the purpose expressed in the document. It is amply made clear that any indications given by the IICA about the future plans if any are only broad indicators and are subject to change without any notice. There is no commitment or obligation, whatsoever on the part of the issuer of this document, or officials associated, regarding the implementation of this or any future plans. Any assumptions made by Bidders, on the basis of information shared herein, will be at their own risk and responsibility.

PART - B

SCOPE OF WORK

1. Description and Background of Assignment

The Graduate Insolvency Programme (GIP) is the first of its kind programme for those aspiring to take up the discipline of insolvency professional as a career or seeking to take up other roles in the value chain, in India and in foreign jurisdictions. A student who completes the GIP will be eligible for registration as insolvency professional under the Insolvency and Bankruptcy Code, 2016, without having to wait to acquire the 10 years experience as required by the Code at present. The two years course is recognised by the Insolvency and Bankruptcy Board of India and curated by a group comprising eminent economists, insolvency, financial, legal and other experts, GIP is designed to provide exposure to real-time situations and on-ground training.

The course comprises of an intensive internship of one year duration. It shall be full-time. The objective of the internship program is to gain hands-on opportunities to work with equipment and technology that may not be available on campus. The Internship will also benefit the market by creating opportunity to recruit future employees, giving employers the opportunity to evaluate prospective employees virtually risk free. The Internship will help to garner quality candidates for temporary or seasonal positions and short-term projects, bringing new and innovative ideas to an employer and presenting an excellent way to find new, energetic, and skilled employees who bring latest industry knowledge fresh from lectures and other campus resources, seamlessly converting student interns to full-time employees who can be immediately productive. An internship also allows the employer the opportunity to have an impact on moulding the lives of students.

AIM : 1) To expose the participants to the skills, practices and mindsets required for individual excellence.

2) To identify and articulate professional and personal values, strengths and interests leading to interns' ability to demonstrate strong awareness of professional and personal values, strengths and interests and thereby interns seek new opportunities to connect them with their internship.

The Internship report will be evaluated on the basis of following criteria:

- I. Originality.
- II. Adequacy and purposeful write-up.
- III. Organization, format, drawings, sketches, style, language etc.
- IV. Variety and relevance of learning experience.
- V. Practical applications, relationships with basic theory and concepts taught in the course.

2. Detailed Scope of Work / Deliverables

- a) Bringing transparency and accountability in the execution of internship and to eliminate the chance of Plagiarism for improvement of critical analytical thinking of the students as they will have to think deeply to do the project.

- b) Support in creating the necessary excel sheet in the correct format with the students, faculty, mentor, and head of the institute details to be uploaded on the web application.
- c) Making sure all the concerned people are regularly being notified with the progress of internship of the students.
- d) To make sure that the entire process of internship supervision and appraisal work smoothly.
- e) To do predefined customization if there to make the process smooth and better.
- f) To take psychological tests to help students understand the group behaviour and develop group dynamics.
- g) To do face to face counselling for the students to access and prepare them for trainings and jobs.
- h) To conduct workshop on resume development, networking, interviewing and help students prepare for training interviews
- i) Follow-up face-to-face sessions with consultants till placement/end of course.
- j) To undertake any other activities required for preparing the students for the internship preparedness.
- k) To conduct workshops for students and offer them mentorship where required during the course of internship.
- l) **Term of the assignment : IICA intends to engage an Agency for Successful Internship Preparedness, Supervision and Appraisal System for the batch of students of the Graduate Insolvency Programme (GIP) as specified in the “Scope of Work” defined in PART B of this RFP document for a period of one year initially, which may be further extended for another one year on the same rates, terms & conditions of original contract award, subject to continued satisfactory performance as per the Service Level Agreements”**

4. Reporting Requirements

The Agency will be asked to complete two written appraisals of our intern’s performance (Forms shall be emailed to Agency by the Centre for Insolvency and Bankruptcy) one at the mid-term point and the other by the end of our intern’s assignment. The Agency will provide the students about their performance, progress and areas of improvement.

5. Institutional and organizational arrangement

- a) The designated representative from the agency selected will coordinate with Head, Centre for Insolvency and Bankruptcy or with Chief Programme Executive, Centre for Insolvency and Bankruptcy as the case may be.

6. Procedure for review and feedback

- a) The work will be reviewed at every quarter or at the end of each internship
- b) Feedback on operational aspects if any will be provided to the agency selected
- c) Corrective measures will be taken by the agency based on the feedback

7. Costing of the assignment

- a) The financial quotation cannot exceed INR14,000/- including the taxes per student
- b) Total estimated numbers of students shall be 37 (thirty seven only)
- c) No additional cost will be permissible during the contact period

8. Prescribed requirement for the assignments

- a) The faculty should have sufficient counsellors each having over 20 years of experience with excellent academic qualifications (like IIMA,IIMB,IIMC,IIML,ISB, XLRI or equivalent educational institutes)
- b) The intervention should include world renowned online psychometric assessment tools like Birkman or any other equivalent.
- c) Web enabled online tool for building resume, elevator pitch and online dashboard to monitor progress
- d) Agency should have made intervention at least 2 workshops and 2 face to face interactions in the past projects.
- e) Presentation by interested parties would be required for / as part of Technical Evaluation.

8. Evaluation criteria

Technical Bid Evaluation Matrix

The Evaluation Committee based on technical evaluation framework mentioned in the table below shall evaluate each proposal and give technical score as per the Technical criteria

Number of points to be given under each evaluation criteria for technical evaluation:	
Description of each evaluation criteria:	Maximum Marks with Break-up
<p><u>(i). Past Experience in work of similar nature</u></p> <p>(a) Past experience of similar nature as described in point number 6, Part A of RFP of the data sheet, in terms of no of assignments in India, executed over the last 3 years.</p> <p>(b) One mark for each additional assignment over and above the experience /assignments as described in point 6, part A of RFP</p> <p>(attach names of Projects, work order & completion document of each project)</p> <p><i>Evidenced by Contract/Work/Engagement orders, indicating details of assignment, client, value of assignment, date of award etc.</i></p>	<p>10 Marks</p> <p>5 Marks</p> <p><i>(subjected to maximum 10 marks)</i></p>
<p><u>(ii) Manpower, Skill Set, Team Composition & Deployment</u></p>	<p>20 Marks</p>

<p>Composition of the project team and details of specific qualifications, skills/ competencies/ expertise of the key professional staff. Resumes of team members to give details of Education Qualification, implementation of similar assignments, relevant services carried out in the last 3 years, Client/ User Testimonials/ credentials</p>	
<p><u>(iii). Understanding of TOR, Methodology and Work Plan</u> Adequacy of the proposed work plan and methodology in responding to the TOR</p> <p><i>(a). Understanding and adherence of Scope of Work</i></p> <p>Demonstrated level of understanding of the project, its purpose, scope, and bidder's plan for performing the required services as detailed in scope of work, technical and functional requirements in the bid, during the entire lifecycle of the project.</p> <p><i>(b). Approach and Methodology:</i></p> <p>Comprehensiveness and robustness of Project Plan (level of detail of activities, risk mitigation and practicality). This criterion will be evaluated based on the following parameters:</p> <ul style="list-style-type: none"> I. Comprehensiveness of plan with respect to all activities that need to be undertaken to meet the requirements specified in the scope of work II. Innovative ideas and solutions III. Resource planning and allocation <p><i>(c). Work Plan and Time Schedule:</i> Appropriateness of prescribed time frames. Based on work order of assignments enclosed along with the Technical proposal, marks will be assigned.</p>	<p style="text-align: right;"><u>70 Marks</u></p> <p style="text-align: right;">35 Marks</p> <p style="text-align: right;">30 Marks</p> <p style="text-align: right;">5 Marks</p>
<p><u>Total</u></p>	<p style="text-align: right;"><u>100 Marks</u></p>
<p>The bidder will be required to make presentation on its Proposal covering Experience/Technical Proposal including Implementation Methodology, Team Composition, Work Schedule and Activity Schedule, the date and time for which will be intimated individually.</p> <ol style="list-style-type: none"> 1. Any bidder scoring less than 60 per cent in Technical Score, will be deemed as technically ineligible. 2. The Tender Evaluation Committee may call the bidders for clarifications to assess the understanding of the bidder regarding the scope and magnitude of the work. 	

The minimum qualifying marks for technical qualification is 60. The combined score shall be obtained by weighing the technical and commercial bids in the ratio of 70:30 and adding them up. Based on combined weighted score for technical and commercial, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest combined score in evaluation will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc.

Example: As an example, the following procedure will be followed. If in response to the RFE, 3 proposals, A, B & C are received. The technical evaluation committee awards them 75, 80, and 90 marks respectively. The minimum qualifying marks are 60. All the 3 proposals are, therefore, found technically suitable and their commercial proposals will be opened after notifying the date and time of bid opening to the successful participants. If the evaluation committee examines the commercial proposals and the quoted total bid values are as under:

Proposal Total Bid Value

A : INR 120

B : INR 100

C : INR 110

Using the formula $LTBV/TBV$, where $LTBV$ stands for Lowest Total Bid Value and TBV stands for Total Bid Value, the committee will give them the following points for financial proposals:

A : $100 / 120 = 83$ points

B : $100 / 100 = 100$ points

C : $100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee will calculate the combined technical and financial score as under:

Proposal A : $75 \times 0.70 + 83 \times 0.30 = 77.4$ points.

Proposal B : $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C : $90 \times 0.70 + 91 \times 0.30 = 90.3$ points.

The three proposals in the combined technical and financial evaluation will be ranked as under:

Proposal A: 77.4 points : H3

Proposal B: 86 points : H2

PART - C

ANNEXURES

Check List:

Annexure No.	Title	X / √ (Please tick appropriate)	Mention list of all supporting documents attached (if any)
Annexure - I	Letter of proposal submission		
Annexure - II	Undertaking Proforma		
Annexure – III	Technical Details Form		
Annexure – IV	Acceptance Certificate Proforma		
Annexure – V	Contract Agreement Proforma (to be submitted by successful bidder only)		
Annexure – VI	Performance Bank Guarantee Proforma (to be submitted by successful bidder only)		
Annexure – VII	Contact Details		
Annexure - VIII	Experience Certificate Proforma		
Annexure – IX	Description of the approach, methodology and work plan for performing the assignment/ job		
Annexure - X	Team composition and task assignments/ jobs		
Annexure - XI	Price Bid Proforma (to be kept in separate envelope)		
Any other (Mention)			

Note: Both Technical Bid & Financial Bid (with all the enclosures) are to be kept in two separate sealed envelopes and then are to be kept in one single packet.

ANNEXURE - I

BID COVER LETTER PROFORMA

(To be issued on official letter head of bidder)

To,

The Head

Centre for Insolvency & Bankruptcy
Indian Institute of Corporate Affairs
M/o Corporate Affairs, Government of India
Plot No. P 6, 7 & 8, Sector 5 IMT, Manesar,
Dist. – Gurugram Haryana, PIN - 122052

Subject: Submission of Bid in response to RFP No. ___ for Conducting Internship Preparedness, Supervision and Appraisal System of the Graduate Insolvency Programme (GIP) for IICA, M/o Corporate Affairs, Govt. of India, Manesar, Gurugram, Haryana.

Respected Sir/Ma'am,

With reference to your notification inviting RFP for “Conducting Internship Supervision and Appraisal System of the Graduate Insolvency Programme (GIP) for IICA, M/o Corporate Affairs, Govt. of India.” and after having duly examined the Bid document, I/We the undersigned, offer to provide the said “services”, including all additional services and equipment/items/hardware/system/devices associated and related thereto, as detailed in the bid document in response to your Notice Inviting Bid No. dated.....

2. We are of the bidder belief that we are competent to undertake and successfully execute the said supply work.
3. The necessary, relevant and requisite documents in support of our bid are enclosed herewith for your kind perusal and needful.
4. We undertake to:
 - i. Maintain validity of the Bid for a period of 90 days from the date of bid/bid opening as specified in the bid document, which shall remain binding upon us and may be accepted at any time before the expiration of

that period.

- ii. Execute all contractual documents and provide all securities & guarantees as required in the bid/bid document (and as amended from time to time).
- iii. Until a formal contract is prepared and executed, this bid/bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract on us.

Dated this _____ day of _____, 2019 at _____

Signature

(Name, Designation & Address)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

Witness:

(Signatures Name, Designation & Address)

** (Format for covering letter to be submitted on printed letterhead of the bidder and duly signed by an authorized signatory)

Enclosed: List of documents (may be given separately)

ANNEXURE – II

UNDERTAKING PROFORMA

(To be submitted on printed official company letterhead of the bidder and signed by an authorized signatory)

We understand that if the details submitted by us are found untenable or unsubstantiated, our bid is liable to be rejected without any reference or intimation to us.

2. We further clearly understand that “Indian Institute of Corporate Affairs (IICA), Ministry of Corporate Affairs” is not obliged to inform us of the reason of rejection of our bid.

3. The decision taken by the Director General and CEO, IICA will be final and binding on all bidders.

4. We hereby declare that our company has not been debarred / black listed by any Government /Semi Government organizations. We further certify that I am the competent authority in my company authorized to make this declaration.

(Authorized Signatory)

(Seal of the Company)

ANNEXURE – III

TECHNICAL DETAILS FORM

a) Name of the Bidder:

b) Incorporated as _____ in the year _____ at _____ (State Registered Bidder)

c) Whether any Legal Arbitration/Proceeding is instituted/pending against the bidder in any court of Law in India or the bidder has lodged any claim in connection with works carried out by them. If yes, please give details.

d) Whether the bidder complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act: Yes/No

e) Agency profile (*)

- Address:
- Name of the top executive(s) with designation:
- Telephone No:
- Mobile:
- E-mail:
- Service Tax No:
- PAN:
- Office Strength: Technical: ___ Nos. Administrative: ___

f) Officer authorized to submit the bid/bid & represent the Bidder in all means:

- Name
- Designation
- Mobile No.
- Direct Line No
- Official E-Mail
- Address

g) Annual Turnover :(In Rs. Lacs)

F.Y. 20016-17	F.Y. 2017-18	F.Y. 2018-19	Total Turnover

h) Support Document Submission Schedule:

Sl. No.	Description	Submitted (Yes/No)	Please indicate the page no. of the attached support document
1.	Earnest Money Deposit		
2.	Name, address & telephone No. of the bidder/Agency on the letter head of agency		

3.	Documents for work experience in any Central/ State Govt Department/ Ministries or Government undertaking in last three years (not before October, 2014).		
4.	Registration certificate for GST and Service Tax		
5.	Latest GST/ Service Tax clearance Certificate		
6.	Copy of Permanent Account Number (PAN)/Tax Identification Number (TIN)		
7.	Annual Turnover Certificate by Chartered Accountant each year in last three financial years i.e. F.Y. 2016-17, F.Y. 2017-18 & F.Y. 2018-19.		
8.	Undertaking regarding the bidder not having been blacklisted or terminated or debarred till date.		
9.	Token of acceptance of the terms and conditions as specified in the bid notice.		
10.	Undertaking of no legal suit/criminal/ tax evasion fraud case pending against its partners/ proprietors.		

Dated this _____ day of _____, 2019 at _____

Authorized Signatory

(Name, Designation & Address)
capacity of)

(In the

Duly authorized to sign bid for and on behalf of

ANNEXURE - IV

ACCEPTANCE CERTIFICATE PROFORMA

I, (name), (designation), of_ (name of company/bidder), hereby accept the Terms & Conditions as mentioned in the Bid document bearing No._dated_, 2019 for ‘Conducting Internship Supervision and Appraisal System of the Graduate Insolvency Programme (GIP) for IICA, M/o Corporate Affairs, Govt. of India.’

**(Signature of Authorized Signatory
of Bidder) Date:
Place:**

Name of Authorized Signatory: Designation:
Direct Line:
Mobile:

Name of Bidder:
Complete postal address of Bidder:

(Stamped with Corporate Seal/Company Seal)

ANNEXURE - V

CONTRACT AGREEMENT PROFORMA

(To be executed on Non-Judicial Paper of value INR 100/-)

Contract Agreement No: _____

Dated: _____

THIS AGREEMENT is made on2019, between Indian Institute of Corporate Affairs, M/o Corporate Affairs, Govt. of India through Head, Centre for Insolvency & Bankruptcy (hereinafter referred to as "IICA" which expression shall unless excluded by or repugnant to the context be deemed to include his successors, executors, administrators, representatives and assigns) and whose principal place of office is at IICA, Plot No. P 6, 7 & 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana - 122052 of the One Part

AND

M/s _____ having its registered office at _____ (Hereinafter referred to as "the contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Successful Internship Preparedness, Supervision and Appraisal System for the batch of students of the Graduate Insolvency Programme (GIP) for IICA, M/o Corporate Affairs, Govt. of India.

I. **WHEREAS**, IICA invited bids through open bid, vide e-RFP No. _____, dated _____, for “_____” for IICA, M/o Corporate Affairs, Govt. of India under Bid No. _____

II. **AND WHEREAS**, the Supplier submitted his bid vide _____ in accordance with the bid documents and represented therein that it fulfils all the requirements, obligations, criteria and has resources and competence to Conducting Internship Supervision and Appraisal System of the Graduate Insolvency Programme (GIP) for IICA, M/o Corporate Affairs, Govt. of India

III. **AND WHEREAS**, IICA has selected M/s _____ as the successful contractor on _____ for a total sum _____ of INR _____

AND WHEREAS, IICA desires that Conducting Internship Supervision and Appraisal System of the Graduate Insolvency Programme (GIP) be provisioned by the contractor for IICA, M/o Corporate Affairs, Govt. of India and wishes to appoint the contractor for the said work/job/service.

AND WHEREAS, the Contractor acknowledges that IICA shall enter into contracts with other contractors for Conducting Internship Supervision and Appraisal System of the Graduate Insolvency Programme (GIP) in case the contractor falls into breach of the terms and conditions as stipulated in the Bid Document and shall waive its claim whatsoever in this regard.

AND WHEREAS, the contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Document for Conducting Internship Supervision and Appraisal System of the Graduate Insolvency Programme (GIP) for IICA, M/o Corporate Affairs, Govt. of India, failing which the contract is liable to be terminated at any time, without assigning any reasons by IICA.

IV. EXECUTION OF WORK AND PROVISION OF SERVICES:

- a. **AND WHEREAS**, the provisioning and execution of the services mentioned in the e- RFP, is required to be supplied, delivered and commissioned maximum within 15 days of issue of the purchase order.
- b. **AND WHEREAS**, in case of default, for completion of work/service within stipulated period a penalty to the extent of 10% of the contract value of delayed supplies or as the competent authority in IICA deems fit, shall be levied.
- c. **AND WHEREAS**, the provisioning of the service and execution of the work will be made at the premises of IICA located at Plot No. P 6, 7 & 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana, PIN – 122052 or as directed by competent authority in IICA.

V. **AND WHEREAS**, the payment to the contractor, for the provisioned services and executed works shall be made as per terms and conditions, as stipulated in the e-RFP document, subject to satisfactory performance of the supplied items and due certification of the same by the concerned officer at IICA.

VI. **AND WHEREAS**, the services rendered by the contractor shall be accepted by IICA subject to approval on inspection.

VII. **AND WHEREAS**, IICA reserves the right to accept the whole or any part of the quotation(s) or portion of the quantity offered and successful bidder shall offer/bid the same at the rate quoted.

VIII. **AND WHEREAS**, if the contractor fails to provide the contracted services after awarding of the bid, IICA shall be at liberty to forfeit his Performance Money.

- IX. **AND WHEREAS**, in case of any dispute of differences, the same shall be settled by reference to Arbitration by a sole arbitrator to be appointed by the Director General & CEO, IICA. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- X. **AND WHEREAS**, in case of any dispute arising out of the business or interpretation of any clause of the document, the Court at Delhi alone shall have the jurisdiction to try and decide.
- XI. **AND WHEREAS**, in case of services provided found to be of inferior quality; IICA has the right to reject the services/works. No payment shall be made against such rejections.
- XII. **AND WHEREAS**, the “Work Order” will be valid and binding on the Agency up to /_/2019.
- XIII. **AND WHEREAS**, the scope of work may vary and increase.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

(Authorised Signatory)

(Authorised Signatory)

Signed and Sealed on Behalf of Agency
on Behalf of

Signed and Sealed

Affairs
India

Indian Institute of Corporate
M/o Corporate Affairs Govt. of

WITNESS (1)
(1)

WITNESS

WITNESS (2)
(2)

WITNESS

ANNEXURE - VI

PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Paper of value INR 100/-)

Head

**Centre for Insolvency & Bankruptcy
Indian Institute of Corporate Affairs
M/o Corporate Affairs Govt. of
India**

OUR LETTER OF GUARANTEE No. _____

In consideration of Indian Institute of Corporate Affairs (IICA), M/o Corporate Affairs, Govt. of India, having its office at Plot No. P 6, 7 & 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana, India, PIN - 122052 (hereinafter referred to as “IICA” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators officers and executors) and having entered into an agreement dated ___/awarded vide Work Order

No. ___ dated ___ with/on M/s

_____ (hereinafter referred to as “The Contractor” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, officers and executors).

2. Whereas “The Contractor” having unequivocally accepted to provide the services as per terms and conditions given in the agreement/bid document dated ___/Work Order No.

___ dated_ and IICA having agreed that “The Contractor” shall furnish to IICA a Performance Bank Guarantee for the faithful performance of the entire contract, for the value of 10% of the total awarded/contracted work value

3. We, _____ (“The Bank”) which shall include our successors, administrators, officers and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in

accordance with the terms and conditions of the bid document/Agreement/Purchase Order.

4. Hereby, we undertake to pay up to but not exceeding _____(say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of “The Supplier” having failed to perform the agreement and despite any contestation on the part of above named Supplier.

5. This Letter of Guarantee will expire on_____including 60 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signatory of Bank

(Not below the rank of Manager)

Name:

Designation

Mobile No.

Date:

Stamp of Signatory Seal of Bank

ANNEXURE – VII

CONTACT DETAILS

Contact details (name, address, phone, fax, mobile, email) of support personnel are to be given below:

(To be filled in by the bidder)

S.No.	Name	Designation	Address	Mobile No.	e-mail
1					
2					
3					

ANNEXURE- VIII

EXPERIENCE CERTIFICATE PROFORMA

This is to certify that M/s-----, ----- has executed the works related to -----, ----- and ----- during the past three financial years as per the details given below:

S.No.	Year	Description of work carried out	Amount	Remarks

NOTE - Bidder should have successfully executed minimum three “Work Order” for Conducting Internship Preparedness, Supervision and Appraisal System of the Graduate Insolvency Programme (GIP) or any such similar work in any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs or Institutions of National Importance.

Annexure – IX

Description of the approach, methodology and work plan for performing the assignment/ job

1. Description of the approach:

2. Description of the methodology:

(additional pages may be enclosed)

**3. Work Schedule
Implementation Schedule –Indicative**

S. No.	Activity1	Months2												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
..														
..														
..														
..														
..														
n														

a. Indicate all main activities of the assignment, including delivery of creatives (e.g.: pictures, videos, training, etc.), and other benchmarks such as client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

b. Duration of activities shall be indicated in the form of a bar chart.

Annexure – X

Team Composition and Task Assignment/ Jobs

Summary of Project Team / Team Composition

1). Technical/ Managerial Staff

S. No	Name	Position	Duration of Engagement	Role Description	Nature of Tasks which will be Performed by him/ her

(Enclose Curriculum Vitae (CVs) for proposed professional staff)

2). Support Staff

S. No	Name	Position	Duration of Engagement	Role Description	Nature of Tasks which will be Performed by him/her

ANNEXURE - XI

PRICE BID PROFORMA

Lumpsum Cost as per scope of work

BID PROPOSAL SHEETS

Name of the work: **selection of an agency for Successful Internship Preparedness, Supervision and Appraisal System for the batch of students of the Graduate Insolvency Programme (GIP)**

Quotes submitted towards **Successful Internship Supervision and Appraisal System for the batch of students of the Graduate Insolvency Programme (GIP)** to **IICA**, in accordance with the scope of work and terms & conditions mentioned under Scope of Services

(The amount should be inclusive of all Taxes and for the entire scope of services)

Note:

- The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.
- For the purpose of evaluation for Selection of Bidder, the total cost inclusive of taxes of all the above will be considered.
- Bidder must submit their financial bid for the total scope of work.

Place:
Date:

Signature of the Authorized Signatory
Name:
Designation:

Name & Address of the Bidder: