



**National Academy of Customs, Indirect Taxes and Narcotics**

**NACIN Complex**

**Sector 29, Faridabad-121008**

Phone: 0129- 2504652-54 Fax: 0129- 2504632

**Request for Proposal (RFP)**

**For organizing one-week International Attachment on**

**Public Policy and Leadership**

**for the 70<sup>th</sup> Batch of IRS(C&CE) Officer-Trainees**

**Closing Date & time: 08.11.2019 at 12.00 Hrs.**

RFP No: II (1)21/2019-NACIN Date:-04.10.2019

Name of Bidder .....

Address of the bidder .....

.....

.....

Signature of Bidder

**(This document is non-transferable)**

This document contains 26 pages including the cover page. Please check that all the pages are intact in the document.

## **DISCLAIMER**

This Request for Proposal (“RFP”) is for selection of a Partner Institution by the National Academy of Customs, Indirect Taxes and Narcotics, Government of India (“NACIN”) for organizing International Attachment of the 70th Batch officer-trainees of the Indian Revenue Service (Customs and Central Excise). The information contained in this RFP or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of NACIN or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by NACIN to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. NACIN and its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

NACIN also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. NACIN may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that NACIN is bound to select a Bidder or to appoint the Selected Bidder, as the case may be. NACIN reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all the costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NACIN or any other costs incurred in connection with or relating to the Proposal. All such costs and expenses will remain with the Bidder and NACIN shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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## **1. International Attachment – Background**

- 1.1.** Through this Request for Proposal (“RFP”), the National Academy of Customs, Indirect Taxes and Narcotics (“NACIN”) intends to select a Partner Institution for organizing International Attachment of the 70<sup>th</sup> Batch officer-trainees of the Indian Revenue Service (Customs and Central Excise) [“IRS(C&CE)”]. The officer-trainees of IRS(C&CE) are sent to Europe for one-week International Attachment on Public Policy and Leadership. The International Attachment is aimed at providing them overall managerial and leadership perspective with an exposure to global best practices.
- 1.2.** NACIN has been mandated with the responsibility of planning and executing the professional training of newly recruited Group ‘A’ officers of the IRS(C&CE). The International Attachment is an essential component of professional training. It gives the young officer-trainees diverse perspectives of the functioning of revenue authorities in the advanced economies and administrations.
- 1.3.** The International Attachment has been envisaged to achieve the purpose of helping officer-trainees acquire the requisite knowledge, skills and attitudinal competencies to bring about timely and effective changes in tax administration to ensure a transparent, efficient, non-intrusive and non-adversarial customs and indirect tax regime. It seeks to expose the officer-trainees to global standards in relevant areas of work and enable them to become leaders of the future. The said attachment is also expected to help build managerial capacities of officer-trainees and equip them for leadership roles.
- 1.4.** One of the main objectives of the International Attachment is to give exposure to international best practices in the field of indirect tax administration and customs which are the core areas of responsibilities entrusted upon the IRS (C&CE). Therefore, the attachment should be an ideal blend of classroom trainings with the reputed research/ educational institutes and visit to some of the best institutions and international organizations in the area of taxation, trade and policy making.
- 1.5.** During the international attachment, the officer-trainees visit selected government agencies of different countries, reputed academic/research institutions and some international organizations for having a first-hand international experience in the areas of public policy and administration in general and indirect tax administration in particular. It includes visits to *inter alia* Rotterdam Customs, Rotterdam; World Customs Organization, Brussels; United Nations, Geneva; and World Trade Organization, Geneva. Along with tour of the selected agency/organization, these visits also include classroom sessions with presentations on relevant contemporary and emerging issues by experts from the agency/organization.

- 1.6.** At the end of the attachment, the officer-trainees are expected to have acquired knowledge about international issues in the areas of customs and indirect tax administration, global trade, and global policy making and implementation. They should appreciate the international best practices for fair, transparent and efficient indirect tax administration involving the use of technology and data analysis.
- 1.7.** The broad pedagogical approach is to blend academic instruction with relevant governance experience to situate the concepts being discussed in appropriate context. The Partner Institution needs to collaborate with at least one foreign research/academic institution of repute in the field of indirect taxation and public policy for conducting the classes in the aforesaid areas.
- 1.8.** The International Attachment for 70<sup>th</sup> Batch IRS(C&CE) is required to be conducted in the current financial year during mutually convenient time slot preferably during Feb- March 2020. The exact dates of the attachment will be decided by NACIN in consultation with the selected Partner Institution.

## 2. Partner Institution and Scope of Work

- 2.1. Partner Institution:** The Partner Institution must be a reputed institution, i.e. a Centre or School for Public Policy or Public Management or a Business School or Think tank with proven expertise in the domain areas and in delivering programme with focus on Tax Administration and governance. The selected Institution shall be required to execute the International Attachment in coordination with NACIN.
- 2.2. Overseas partner institution:** The Partner Institution needs to collaborate with at least one international institution with expertise in the specified domains. The emphasis of the International Attachment is to expose the participants to the best practices in Indirect Tax Systems, interact with the domain experts in cross-border taxation and provide an opportunity to observe first-hand cross-country comparisons. This shall involve field visits to at least two relevant reputed institutes overseas in addition to the agencies/organizations specified in Para 1.5 above.
- 2.3. Scope of Work:** The Partner Institution shall:
- 2.3.1. Plan, organize and execute the International Attachment for 70<sup>th</sup> Batch of IRS(C&CE) officer-trainees as outlined in the above paragraphs, in consultation with NACIN. **The officer-trainees, 67 in number (62 Indian Revenue Service officer trainees and 5 officers of Royal Government of Bhutan), will be divided into two groups. Each group will undergo international attachment in different time slot of one-week. Each group will be accompanied by two faculty members of NACIN.**
  - 2.3.2. develop a programme design of the attachment week including places to be visited and mode of travel, and finalize it in consultation with NACIN. Each group is required to reach the first destination in Europe in the preceding week-end and leave Europe on completion of the International Attachment in the succeeding weekend.
  - 2.3.3. arrange for the appropriate pedagogical mix that will include theoretical lecture sessions, case discussions, group working and exposure visits. The medium of instruction will be English.
  - 2.3.4. propose relevant topics for classroom sessions of International Attachment and finalize the same in consultation with NACIN.
  - 2.3.5. identify and arrange resource persons for the various topics proposed to be covered during the International Attachment.
  - 2.3.6. develop and provide relevant study material in advance on each of the inputs being delivered.

- 2.3.7. design evaluation measure to test the efficacy of inputs imparted during the programme.
- 2.3.8. depute a well-qualified nodal officer to interact with NACIN in the course of planning and execution of International Attachment.
- 2.3.9. plan and arrange logistics **for the participating officer-trainees** which will include:
- i. air tickets in economy class from India to Europe and back, and within Europe, with check-in baggage allowance of at least 23 kg for each participant;
  - ii. other modes of transport- bus and rail, where required during the international attachment;
  - iii. pick-up/drop from/to overseas airport to/from overseas co-partner institution/hotel where stay arrangements are made;
  - iv. logistic support from/to hotel/place of stay to/from co-partner overseas training institution;
  - v. lodging on double occupancy basis;
  - vi. field visits/cultural visits/excursion tours;
  - vii. Training Costs; and
  - viii. one official welcome lunch/dinner.
- 2.3.10. Arrange logistics **for two faculty of NACIN for each group** which will include:
- i. air tickets, one in business class and one in economy class from India to Europe and back, and within Europe;
  - ii. other modes of transport- bus and rail, where required;
  - iii. pick up/drop from/to overseas airport to/from overseas co-partner institution/hotel where stay arrangements are made;
  - iv. logistic support from/to hotel/place of stay to/from co-partner overseas training institution;
  - v. lodging on single occupancy basis;
  - vi. field visits/cultural visits/excursion tours; and
  - vii. one official welcome lunch/dinner.

### 3. Pre-Bid Meeting, Submission of Proposal and Criteria for Evaluation

- 3.1. Pre-bid meeting:** A pre-bid meeting will be held on **25.10.2019 at 11.00 AM** and NACIN will address queries of interested bidders requiring any clarification on the terms of RFP. The interested bidders should send their queries through e-mail or speed post latest by **18.10.2019** ( 5.00 PM) to:

Ms. Poonam Bhatt, Deputy Director,  
Room No 5, NACIN Complex, Sector-29, Faridabad.  
Ph No. 0129-2504650 email: [poonambhatt.irs@gov.in](mailto:poonambhatt.irs@gov.in)

In the following format:

S.No	Page Number	RFP Reference (Para no.)	Content of Para requiring clarification	Points of clarification

**Note:**

(i) Any requests for clarifications received after specified time will not be entertained.

(ii) The corrigendum/addendum (if any) and clarifications to the queries from all the bidders will be posted on the NACIN website (<https://www.nacen.gov.in/>) as well at CPPP preferably by **29.10.2019**.

(iii) Any clarification issued by NACIN in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clause(s) of the RFP documents.

- 3.2. Submission of Proposal:** All eligible institutions desirous of being selected as Partner Institution for conducting the International Attachment will be required to upload their proposal on the Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in>. Proposals received by email or by post will not be entertained.
- 3.3. Last date for submission of Proposal:** The **last date for submission** of the composite proposal including the Technical Proposal and the Financial Proposal to NACIN would be **08.11.2019** up to 12:00 hrs. The proposals received after closing time will not be accepted, except in case of extension of time limit for submission of bids by NACIN.

- 3.4. Proposal:** An interested institution can submit only one proposal. The proposal to be submitted must be signed by the authorized representative of the bidder or the bidder itself. Each proposal should be submitted as a set of two parts in two separate folders – **Folder I** containing soft copy of the presentation on the Technical Proposal (Para 3.9 below), along with supporting documents titled “**Technical Proposal**”, required for evaluation of technical eligibility of the bidder; and **Folder II** containing soft copy of the “**Financial Proposal**” as per the format prescribed in this RFP.
- 3.5. Bid validity:** The Bid submitted by the bidder shall remain valid for **180 days** after the date of opening of bids prescribed by NACIN, Faridabad. A bid valid for a shorter period shall be rejected by NACIN as non-responsive.
- 3.6. Bid fee and Bid security/ Earnest money deposit:** Each bidder is required to submit, at the time of submission of bid, a **Bid fee of Rs. 10,000 /- (Rupees Ten Thousand) and Bid security/ EMD of Rs. 4,00,000/- (Rupees Four Lakh )** in the form of a Demand Draft /Bank Guarantee issued by any nationalized or scheduled bank in favour of **Pay and Accounts Officer (PAO), Central Board of Excise and Customs, I.P. Estate, New Delhi, payable at New Delhi**. NACIN will not pay any interest on the EMD/bid security for any period, whatsoever. The bid security is required to protect NACIN’s interest against the risk of bidder’s conduct, which may warrant forfeiture of security. The security may be forfeited:
- a) **If the bidder withdraws his bid, after the closing date of bid submission, but within the time period of bid validity; or**
  - b) **If the bidder makes any modifications in the terms and conditions of the bid before acceptance of the bid; or**
  - c) **In the case of successful bidder, if the bidder fails to sign the agreement, in terms of the RFP.**

The bid fee of Rs. 10,000 /- and EMD/ bid security of Rs. 4 Lakh, shall be submitted in person, to **Ms. Poonam Bhatt, Deputy Director, NACIN, Room No. 5, NACIN Complex, Sector 29, Faridabad-121008** or any other officer so authorized by Principal Director General NACIN, on or before **08.11.2019 (12.00 Hours)** i.e. the deadline for submission of bids in electronic format at **CPPP**. The bid security of the unsuccessful bidder will be discharged /returned preferably within 30 days after the expiry of the period of the bid validity, as prescribed. **The bid security furnished by the successful bidder will be returned only after submission of “performance Guarantee”, of Rs. 15 Lakh, having validity of 1 year.** The Partner Institution will ensure that the performance guarantee remains valid in this period and it will be realized only after written certification by NACIN.

- 3.7.** All the bidders may be required to make a **presentation of around 30 minutes on the Technical Proposal** before the Proposal Evaluation Committee on a

chosen date. The presentation will be as submitted in electronic form at the time of submission of the bid through CPPP.

**3.8.** The Financial proposals will be opened for only those bidders who have obtained **at least 70 % or more, in aggregate, on the Technical parameters** i.e. on the basis of listed parameters in RFP.

**3.9.** Technical Proposal; The Technical Proposal must contain the following details:

3.9.1. A brief synopsis of the institution's history and its track record in delivering similar or relevant Executive Education programmes for civil servants. Institutions must satisfy the eligibility criteria laid down in RFP and attach **necessary documentary evidence**, including end-of-course evaluation of similar programmes conducted in the last three years, in this regard. The bidders will be specifically required to append **a list of relevant programmes** (conducted during the last three years) being cited by them for evaluation **along with the average feedback for each such programme**.

3.9.2. A **broad programme design** covering the thematic inputs for the indicated items of the RFP document should be submitted in the proposal. The Partner Institution may make changes in the suggested inputs but it must clearly state the reasons for making these changes in the programme design.

3.9.3. The programme design must be accompanied by a **detailed timetable** for the duration of the module indicating the title and duration of the session and the suggested faculty to cover the input. The timetable must also indicate the pedagogical methods to cover the various inputs, viz. lectures, panel discussions and seminars, case studies or any other.

3.9.4. A brief background of the **key faculty members** of the Partner Institution, both internal and guest, that would be delivering the instructional inputs, must be clearly indicated in the Proposal. The suggested faculty members must be recognized authorities on the subject or outstanding Government Practitioners with long-standing experience. In case the applicant institute has a system of recording feedback of performance of the faculty, the proposal should include a brief of performance feedback of the proposed Faculty.

**3.10.** Financial Proposal; The Financial Proposal must contain the following:

3.10.1. The Proposal must contain a financial offer by the Partner Institution for delivering the Program as detailed in the Technical Proposal.

3.10.2. The financial proposal must contain a detailed break-up of the costs as indicated in the table given below.

S. No	Item of Expenditure	Cost (in INR)
1	Teaching/ Academic Fee per participant	
2	Cost of material, etc. per participant	
3	Lodging Cost per participant	
4	Transportation Cost per participant	
5	Miscellaneous Costs (Give breakup along with heads of expenditure) per participant	
6	<b>Total Cost per participant</b>	
7	Lodging Cost per faculty	
8	Transportation Cost per faculty	
9	Miscellaneous Costs (Give breakup along with heads of expenditure) per faculty	
10	<b>Total Cost per faculty</b>	
11	<b>Total Cost (No. of participants X Sr.No.6) + (No. of faculty X Sr.No.10)</b>	

**Note 1:- Fee /Amount /Cost would be inclusive of all taxes, if any.**

**Note 2:-** The term “faculty” in above table refers to faculty members of NACIN as specified in Para 2.3.1 and 2.3.10.

- **Total No. of participants = 67**
- **Total No. of faculty = 4.**

3.10.3. The offer must clearly indicate the Institute’s standard published rates (in public domain) for conducting similar executive education courses for Government (inclusive of lodging) and the discount offered, if any, to NACIN over the standard published rates.

3.10.4. In case there is a **major change in the design of the module vis-à-vis the module** actually delivered or the list of speakers vis-à-vis the one proposed and duly approved, **suitable deductions will be made from the amount payable.**

**3.11. Evaluation of Proposal** - The Proposal will be evaluated in the following manner:

3.11.1. The Proposal Evaluation Committee(PEC) will evaluate the proposal received from the interested institutions based on the following criteria:

S. No	Criterion for assessment	Weight Break-up	Total Percentage Weight
1	(a)Overall Programme Design with Timetable	20	30
	(b) Timetable & Work plan	10	
2	Experience in delivering similar Executive Education programmes for civil servants (5 marks for each year)	5x5 = 25	25
3	(a) Suggested Faculty (as per CVs attached)	5	15
	(b) Feedback of Faculty	10	
4	Indicated Financial Cost	30	30
5	<b>Total</b>	<b>100</b>	<b>100</b>

3.11.2. The proposals as evaluated by the Proposal Evaluation Committee will be placed before the Competent Authority for final selection of the Partner Institution.

3.11.3. After the approval of the competent authority a separate agreement will be entered into between NACIN and the Partner Institution for conducting the aforesaid programme.

**3.11.4. Evaluation Matrix:**

- i. **Overall program design with Time table:** The members of the PEC will individually award marks out of 30 for the overall program design with time table. The numerical average of the marks awarded by the three members will be taken as the final marks for the purpose of evaluation of the bid as per the table in Para 3.11.1.
- ii. **Experience in delivering similar Executive Education programmes for senior civil servants:** This parameter will be a weighted average of two sub criteria: the number of similar programmes organized in the last five financial years (carrying 75% weightage) and the average feedback received for these programmes (carrying 25% weightage). For this purpose, each bidder is required to submit attested copy of participants' feedback for each of its similar Executive Education programmes with international component organized in the last five financial years (2014-15, 2015-16,

2016-17, 2017-18 and 2018-19), and a duly signed worksheet clearly showing calculations to work out average feedback over last five financial years on a percentage scale (0-100%).

**Illustration:** Assuming that three bids have been received as under –

<b>Bidder</b>	<b>No. of Programmes(75%)</b>	<b>Average Feedback(25%)</b>
<b>A</b>	<b>20</b>	<b>70%</b>
<b>B</b>	<b>12</b>	<b>80%</b>
<b>C</b>	<b>8</b>	<b>90%</b>

**Computation of scores:** The bidder having conducted the maximum number of programmes will be awarded 100 on this sub-criterion. The other bidders will be allocated marks in proportion to the number of courses conducted by them as calculated hereunder.

**For A:**

Score for no of programmes =  $20/20 = 100\%$

Score for average feedback =  $70\%$

Computation of weighted score:

$100 (75\%) + 70 (25\%) = 92.5/ 100$

Final weighted score out of 25 =  $25 \times 0.925 = 23.125$

**For B:**

Score for no of programmes =  $12/20 = 60\%$

Score for average feedback =  $80\%$

Computation of weighted score:

$60 (75\%) + 80 (25\%) = 65/ 100$

Final weighted score out of 25=  $25 \times 0.65 = 16.25$

**For C:**

Score for no of programmes =  $8/20 = 40\%$

Score for average feedback =  $90\%$

Computation of weighted score:

$40 (75\%) + 90 (25\%) = 52.5/ 100$

Final weighted score out of 25 =  $25 \times 0.525 = 13.125$

Summary:

<b>Weightage</b>	<b>75%</b>	<b>25%</b>
	<b>No. of programmes</b>	<b>Avg. feedback</b>
<b>A</b>	20	70
<b>B</b>	12	80

<b>C</b>	8	90
<b>Score Out of</b>	<b>100</b>	<b>25</b>
<b>A</b>	92.5	23.125
<b>B</b>	65	16.25
<b>C</b>	52.5	13.125

- iii. **Suggested Faculty:** The members of the PEC will individually award marks out of 15 for the suggested faculty profile for the programme. The numerical average of the marks awarded by the three members will be taken as the final marks for the purpose of evaluation of the bid as per the table in Para 3.11.1.
- iv. **Indicated Financial Cost:** The lowest bidder will be awarded 30 marks. The remaining bidders will be awarded in proportion to their financial bids as indicated below.

**Illustration:** Assuming that three bids have been received as under –

A – 80 Lakhs  
 B – 60 Lakhs  
 C – 95 Lakhs

**Computation of scores:** The bidder having the lowest financial bid will be awarded 100 on this sub-criterion. The other bidders will be allocated marks in proportion to the difference in the financial bids submitted by them as calculated hereunder.

**Score = (Lowest Financial Bid/Financial Bid) X 100**

Here Lowest Financial Bid = 60 Lakhs

<b>Score Out of</b>	<b>100</b>	<b>30</b>
<b>A</b>	$(60/80) \times 100 = 75$	22.5
<b>B</b>	$(60/60) \times 100 = 100$	30
<b>C</b>	$(60/95) \times 100 = 63.15$	18.945

- v. **Total Score:** The total score out of 100 will be the sum of the scores on each of the criterion as detailed from point (i) to (iv) above in this para.
- vi. **Methodology for Tied scores:** If the scores are tied between two bidders, preference will be given to the bidder who has scored higher marks in the

criterion “Experience in delivering similar Executive Education programmes for civil servant”

3.11.5. Notwithstanding the process of evaluation enunciated in the foregoing paragraphs, NACIN reserves the right to seek further clarification from any or all participating institutions. **NACIN may require some changes to be carried out in the content, design and delivery of the module as proposed by the bidder.** NACIN reserves the right to reject any proposal at any time without informing the participating institution or assigning any reason.

**3.12. Agreement period**- The agreement period will be one year from the date of signing the agreement.

#### **4. Miscellaneous**

- 4.1.** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained in this RFP, NACIN shall be at liberty to reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, NACIN shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security / EMD, as the case may be.
- 4.2.** For the purposes of this Section, “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. The corrupt practices will include offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NACIN who is or has been associated in any manner, directly or indirectly with the selection process.
- 4.3.** The Bidder/Partner Institution will ensure that no information, in connection with conduct of International Attachment by NACIN and any issue associated with International Attachment, is disclosed to any authority or public or any private entity or an individual, even after expiry of agreement, except with the prior approval of NACIN or on demand by any Judicial or Statutory Authorities or Independent External Monitors specifically appointed for the purpose of current RFP.

## 5. Other Information

- 5.1. Certificate of Authority - The Certificate of Authority for the authorized signatory to submit the proposal must be counter-signed by the Head of the Participating Institution as per the format placed at Annexure-C and must accompany the Proposal.
- 5.2. Penalty - In case the Partner Institution fails to fulfill the obligations as per the terms and conditions of the agreement, NACIN may impose penalty to the extent of 100% of the total payment due for the International Attachment. In addition, the Performance Guarantee may also be forfeited.
- 5.3. Right of rejection - NACIN reserves the right to reject any proposal received after the given due date and time without providing intimation to the interested Partner Institution. Proposals received without submission of bid fee or bid security/EMD shall be liable for automatic rejection.
- 5.4. Copyright - Copyright for all intellectual property (case studies, teaching notes, background readings etc.) developed as part of this assignment will vest jointly with NACIN and the selected Institution.
- 5.5. Arbitration - In the event of any dispute or difference between NACIN and the selected Partner Institution ("Parties"), such disputes and differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Revenue, Ministry of Finance on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Govt. of India. The provisions of Arbitration and Conciliation Act, 1996 (26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place as may be decided by the arbitrator. The language of the arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the Parties. The cost of arbitration shall be shared equally by the Parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under the agreement without prejudice to a final adjustment in accordance with such award.

**5.6. Time lines -**

S. No.	Particulars	Details
1.	Issue of RFP Document	04.10.2019 (X)
2.	Last Date for Submission of Pre-Bid Queries	18.10.2019 at 05:00 PM (X+2 Weeks)
3.	Pre-Bid Meeting	25.10.2019 at 11:00 AM (X+3 Weeks)
4.	Last Date and Time for Submission of Bids	08.11.2019 at 12.00 Hours (X+ 5 Weeks)
5.	Last Date and Time for Submission of Bid fee and Bid security/ Ernest money deposit (refer Para 3.6)	08.11.2019 at 12.00 Hours(X+ 5 Weeks)
6.	Address for Submission of Bids	Online Bid Submission at CPPP portal <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
7.	Date and Time for Opening of Technical Bids	11.11.2019 at 11.00 AM(X+ 5 Weeks+ 3 days) NACIN Complex, Sector 29, Faridabad
8.	Technical Presentation to be made by the bidder before the Evaluation Committee (not more than 30 minutes).	11.11.2019 at 12.00 Hours(X+ 5 Weeks+3days) at NACIN Complex, Sector 29, Faridabad
9.	Date and Time for Opening of Financial Proposal	11.11.2019 at 2.00 PM(X+ 5 Weeks+3days) at NACIN Complex, Sector 29, Faridabad

**ANNEXURE-A**

**PROPOSAL SUBMISSION FORM**

Dated, XYZ

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

Ms. Poonam Bhatt,  
Deputy Director,  
Room No 5,  
NACIN Complex,  
Sector-29, Faridabad.  
PIN-121008

Madam,

**Sub: Conducting the International Attachment- Submission of Proposal**

We, the undersigned, offer to provide the services for the above work in accordance with your Request for Proposal dated [as mentioned in letter with the RFP Document], and our Proposal. We are hereby submitting our Proposal which includes a Technical Proposal, a Financial Proposal and copies of curriculum vitae of Faculty members – as in Annexure-B.

If negotiations are held, we undertake to negotiate on the terms and conditions as given in the RFP document. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

Yours faithfully,

Authorized Signature  
Name and Title of Signatory  
Name of Institution & Address

## **ANNEXURE-B**

### **FORMAT OF CURRICULUM VITAE FOR FACULTY (*in not more than two pages*)**

Name of Faculty:

Proposed Position for the assignment:

Name of Institution:

Current Position within Institution:

Detailed Tasks Assigned:

Date of Birth:

Date of joining the Institution:

#### **Key Qualifications:**

[Give an outline of Faculty member's experience and training most pertinent to the current assignment. Describe degree of responsibility held by Faculty member on relevant previous assignments and give dates and locations. Use about half a page.]

#### **Education:**

[Summarize college/university and other specialized education of Faculty member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

#### **Publications:**

[Briefly summarize the books/ research papers published by the faculty. Use around quarter of a page.]

#### **Membership in Government/ Quasi-Government Committees/ Bodies:**

[Give brief description of the positions held in Committees or Bodies of the Government or other Statutory/ quasi-Government bodies.]

#### **Consultancy:**

[Give brief description of consultancy work done, if any, for reputed national/ international organizations by the Faculty member in the past five years.]

**Participants' Feedback:** for the calendar year 2017 and 2018

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Date:**

**[Signature of authorized representative of the Institution]**

**Full name of authorized representative: \_\_\_\_\_**

**ANNEXURE – C**

**Certificate of Authority by Authorized Signatory**

With reference to RFP no. II(1)21/2019-NACIN dated \_\_\_\_\_ of the National Academy of Customs, Indirect Taxes and Narcotics (NACIN), I, (name), hereby certify that I am (designation) of the (name of Institution), and that I have signed this proposal on behalf of (name of Institution), being their authorized signatory.

I hereby certify that the submissions made in the proposal are correct and to the best of my knowledge.

I further certify that the Proposal contains the following:

1. Technical Proposal
2. Copies of curriculum vitae of Faculty members – as in Annexure-B
3. Financial Proposal

Signature of Authorized Signatory \_\_\_\_\_

Name and Designation \_\_\_\_\_

Counter-signatures of Head of Institution \_\_\_\_\_

Address \_\_\_\_\_

Dated: \_\_\_\_\_

**ANNEXURE-D**

**Earnest Money Deposit (EMD)**

RFP Reference No II(1)21/2019-NACIN dated \_\_\_\_\_

Whereas------(herein after called 'the Bidder')has submitted its Bids dated\_2019 for appointment as Partner Institution of National Academy of Customs, Indirect Taxes and Narcotics (NACIN) for conducting International Attachment of 70th Batch of officer-trainees.

Know all men by these present that we.....of.....having our registered office at..... (herein after called “ the Bank”) are bound unto the NACIN in the sum of Rs        /- ( Rupees        ) for which payment will and truly be made to NACIN, the bank binds itself, its successors and assigns by these present.

Sealed with the Common Seal of the Bank this.....day of.....2019.

THE CONDITIONS of this obligation are:

- (i) If the bidder withdraws his bid, after the closing date of bid submission, but within the time period of bid validity; or
- (ii) If the bidder makes any modifications in the terms and conditions of the bid before acceptance of the bid; or
- (iii) In the case of successful bidder, if the bidder fails to sign the agreement, in terms of the RFP.

We undertake to pay NACIN upto the above amount upon receipt of its first written demand, without NACIN having to substantiate its demand, provided that in its demand NACIN will note that the amount claimed by it is due to the occurrence of one or combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including **90 days after the period of bid validity**, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

**ANNEXURE-E**

**Proforma of Bank Guarantee for Contract Performance Security**

RFP Reference No II(1)21/2019-NACIN dated \_\_\_\_\_

Date.....

Bank Guarantee Number.....

In consideration of National Academy of Customs, Indirect Taxes and Narcotics (hereinafter called "NACIN") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement/(Purchase Order) No \_\_\_\_\_ dated \_\_\_\_\_ made between.....and.....for providing services of conducting International Attachment of 70<sup>th</sup> Batch of officer-trainees, of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for .....we, (name of the bank).....(hereinafter refer to as "the bank") at the request of NACIN do hereby undertake to pay to NACIN an amount not exceeding..... against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from NACIN stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NACIN by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractors'(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of NACIN in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding.....

3. We undertake to pay to NACIN any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier/ Vendor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there-under and the contractor(s)/Supplier/ Vendor(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of NACIN under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till .....(office/Department) Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ..... months from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) \_\_\_\_\_ further agree with NACIN that NACIN shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by NACIN against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability under this guarantee by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of NACIN or any indulgence by NACIN to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier/ Vendor(s).

7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of NACIN in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for \_\_\_\_\_  
(indicate the name of bank)

**ANNEXURE-F**

**FORMAT FOR FINANCIAL BID**

<b>S. No</b>	<b>Item of Expenditure</b>	<b>Cost (in INR)</b>
1	Teaching/ Academic Fee per participant	
2	Cost of material, etc. per participant	
3	Lodging Cost per participant	
4	Transportation Cost per participant	
5	Miscellaneous Costs (Give breakup along with heads of expenditure) per participant	
6	<b>Total Cost per participant</b>	
7	Lodging Cost per faculty	
8	Transportation Cost per faculty	
9	Miscellaneous Costs (Give breakup along with heads of expenditure) per faculty	
10	<b>Total Cost per faculty</b>	
11	<b>Total Cost (No. of participants X Sr.No.6) + (No. of faculty X Sr.No.10)</b>	

**Note:-** The term “faculty” in above table refers to faculty members of NACIN as specified in Para 2.3.1 and 2.3.10.

- **Total No. of participants = 67.**
- **Total No. of faculty = 4.**