

#### **REQUEST FOR PROPOSAL**

#### **FOR**

#### **APPOINTMENT OF**

# TRAINING INSTITUTES / ORGANIZATION FOR IMPARTING TRAINING TO BANK OFFICERS/STAFF UNDER ATAL PENSION YOJANA

QUALITY CUM COST BASED SYSTEM (QCBS)

Pension Fund Regulatory and Development Authority

First Floor, ICADR Building, Plot No 6, Institutional Area Phase II,

Vasant Kunj, New Delhi-110070

#### **DISCLAIMER**

- This document is being published in order to enable the applicants to make an offer for selection as Training Institutes/Organisation by the Pension Fund Regulatory and Development Authority (PFRDA) to conduct training of nodal officers of bank other functions involved with the collection remittance of the NPS under Atal Pension Yojana or other pension schemes as specified by the PFRDA.
- 2. This document neither constitutes nor should it be interpreted as an offer or invitation for the selection of Training Institute /organisation described herein.
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- Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements of the information, facts and observations contained herein.
- 6. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves or/ and observe any applicable legal requirement.
- 7. This document constitutes no form of commitment on the part of the PFRDA. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed process of selection of Training Institute /organisation.

When any proposal is submitted pursuant to this RFP, it shall be presumed by PFRDA that the bidder has fully ascertained and ensured about its eligibility to provide services of Training Institute /organization, under the respective governing laws and regulatory regimen, and it has the necessary approvals and permission, and suffers no disability in law or otherwise to act as such.

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#### RFP for Appointment of training institutes / organization for imparting training to bank officers under Atal Pension Yojana

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#### 1. Invitation for offers

Pension Fund Regulatory and Development Authority , intends to train banks staff/officer(s) or any set of identified participants located in various branches / offices of the bank under Atal Pension Yojana by inviting bids from various training institutes / professional agencies engaged in the activity of training through an limited tendering process for selected list of reputed institutions/organizations.

Interested Training Institute/ Organisation are invited to submit their proposals for the assignment, which must include the following, as detailed subsequently in this document

- I. A Technical Proposal and
- II. A Financial Proposal
- a) It may be noted that (i) the costs of preparing the proposal are not reimbursable and
   (ii) the PFRDA reserves the right to reject any proposal without assigning any reason.
- b) The Training Institute/ Organisation is required to provide professional, objective, and impartial service without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- c) The Training Institute/ Organisation must observe the highest standards of ethics during the selection and execution of the contract. The PFRDA may reject a proposal at any stage if it is found that the Training Institute/ Organisation selected for award has indulged in corrupt or fraudulent activities in competing for or in executing the contract in question, and may also declare the Training Institute/ Organisation ineligible or blacklist the firm, either indefinitely or for a stated period of time.
- d) For the purpose of this RFP, Training Institute/ Organisation, Agencies may be read as one and the same.

#### 1.1 Zonal Distribution

For the sake of administrative convenience, the entire country has been divided into 4 zones as given below.

#### Table 1

S.No.	Zone States		Union
	Name		Territories
1.	North	Jammu and Kashmir	Chandigarh
		Himachal Pradesh	
		Uttar Pradesh	Delhi
		Uttaranchal	

		Punjab	
		Haryana	
2.	South	Kerela,	Pondicherry
		Karnataka	
		Tamil Nadu	Andaman
		Andhra Pradesh	and Nicobar
		Telangana	
			Lakshadweep
3.	East	Assam	
		Manipur	
		Meghalaya	
		West Bengal	
		Orissa	
		Sikkim	
		Mizoram	
		Tripura	
		Arunachal Pradesh	
		Bihar	
		Jharkhand	
4	West	Nagaland	Daman and
4.	west	Goa	Daman and Diu
		Gujarat	Diu
		Maharashtra	Dadra and
		Madhya Pradesh	
		Rajasthan	Nagar Haveli
		Chhattisgarh	

The Atal Pension Yojana is operationalised across the country through banks with CBS platform and intends to cover around 70,000 participants across 1.5 lacs bank branches across the country.

Each applicant bidder is to submit separate "Financial Bids" for each Zone for which they are interested and are willing to take up the job. To undertake fieldwork as Training Institutes/Organisation in above mentioned zones, Training Institute/ Organisation may submit bid(s) for a minimum of 2 zones and maximum 4 zones.

#### 2. About Pension Fund Regulatory and Development Authority

2.1 Pension Fund Regulatory and Development Authority(PFRDA) was initially established by the Government of India on 10<sup>th</sup> October 2003 to promote old age income security by establishing, developing and regulating pension funds, to protect the interests of subscribers to schemes of pension funds and for matters connected therewith or incidental thereto. PFRDA has now been constituted

under the Pension Fund Regulatory and Development Authority Act, 2013 w.e.f. 01.02.2014.

- i. The Central Government has introduced the National Pension System (NPS) with effect from 01 January 2004 to new entrants to Central Government services (excluding Armed Forces). Most of the State Governments and State autonomous bodies have also adopted NPS and NPS has also been made available to all other citizens of India on voluntary basis with effect from 01.05.2009.
- ii. The NPS is based on a unique individual Permanent Retirement Account Number (PRAN) created for individual subscribers. In this system, a subscriber periodically accretes savings into his/her Permanent Retirement Account (PRA) while he/she is working and uses the accumulations at retirement to procure a pension for the rest of his/her life. Subscribers in this system enjoy a variety of facilities and rights including portability of the NPS account across jobs and locations, choices regarding selection of Pension Fund and investment schemes.
- iii. This pension system is envisaged to be based on two types of sub-accounts created for individual subscribers:
  - i. Tier-I limited withdrawable pension account, and
  - ii. Tier-II withdrawable savings account
- iv. At present, the Central Government employees who are covered by the NPS are contributing 10% of their basic pay and dearness allowance towards pension and Government is making a matching contribution. Similar arrangements are also in place in the 27 states and 6 Union Territory Governments which have notified the NPS. Public Sector Undertakings (PSUs) and many Corporate have joined NPS Corporate model. NPS is offered on voluntary basis to all citizens of India under the All Citizen Model.
- v. To cater the weaker and economically disadvantaged sections of the society with their limited investment potential, PFRDA in consultation with the Govt. of India, Department of Financial Services has launched NPS-Lite,

#### 2.2 Atal Pension Yojana

The Hon'ble Finance Minister has announced the Atal Pension Yojana (APY) in his Budget Speech for 2015-16. The APY will be focused on all citizens in the unorganised sector, who join the National Pension System (NPS) administered by the Pension Fund Regulatory and Development Authority (PFRDA) and who are not members of any statutory social security scheme.

The Scheme details are as follows:

- I. The subscribers intending to part of the scheme should not have subscribed to any existing statutory social security scheme.
- II. The minimum age of joining the scheme is 18 years and the maximum age of joining is 40 years.

- III. The subscribers under the scheme are required to contribute between Rs 42 and Rs 1454 according to their age group and based on the choice of amount of pension of Rs 1000-5000, to be opted at the age of 60 years.
- IV. Government of India would co-contribute 50% of the individual contribution or Rs 1000 per annum whichever is lower to an eligible subscriber account who is not a tax payer. The co-contributions will be for a period of 5 years i e from 2015-16 to 2019-20, to such eligible and intending subscribers who join the scheme on or before 31/12/2015.
- V. All eligible subscribers (in the age group of 18-40) of Swavalamban would be automatically migrated to APY unless they voluntarily opt out of APY scheme.
- VI. The monthly contributions of APY shall only be remitted through a bank account by way of auto debit facility and hence the bank details are to be furnished for tagging with the subscriber's existing PRAN generated under Swavalamban. Those subscribers who do not have a bank account shall be compulsorily required to open a bank account to join the APY scheme.

#### 3. Scope of Project

- 3.1 PFRDA intends to issue this bid document (RFP), to have services of training institute(s) / professional institute(s) for training of banks staff under APY, on the terms and conditions defined in this RFP.
- 3.2 Through the RFP, the Authority wants desires to select an institute(s) that has/have the capability to train and create a totally committed work force that would become the driving force for implementation of APY.
- 3.3 This RFP has been prepared solely for the purpose of enabling the Authority in defining the requirements for entering into a tie-up with a suitable Training Agency for undertaking training of bank officers, in the 200 to 250 centers across India over a period of three to four months from the date of commencement of the programme. The institute should be able to provide suitable product and soft skills training on a dedicated basis using their own logistic arrangement including venue for training etc and list of centers would be provided by the PFRDA.
- 3.4 The RFP document contains statements derived from information that is believed to be true and reliable on the date obtained, but does not purport to provide all of the information that may be necessary or desirable to enable an intending party to determine whether or not to enter into a contract or arrangement with Authority in relation to the provision of services. Neither the Authority nor any of its directors, officers, employees, agents, representatives, contractors or advisers by means of this document, intend to give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writing information or statements given or made in this RFP document. Neither Authority nor any of its directors, officers, employees, agents, representatives, contractors.
- 3.5 Programme management implementation has to be done by setting up programme management team and by giving updates to PFRDA on periodic basis as decided by the

#### Authority.

- 3.6 Hold, Train-the-Trainers programme for standardizing the training in different venues, and equip trainers of different venues (in case the training is held at different venues) with the same standard content and methodology.
- 3.7 Coordinating with banks nodal officer to attend to the training requirements and modalities as per schedule. The Authority will also provide the necessary assistance for the same .
- 3.8 Design the training programme to be carried out for Officers/staff in the Bank and customize the entire content to banks and PFRDA specific needs.
- 3.9 The selected Bidder will carry out the training programmes at one centre or different centers across the country on parallel basis, so as to cover all the Officers /staff under the APY training programme within the defined timeline.
- 3.10 The scope of the project is to design appropriate training programme on the basis of the content /material provided by the Government of India /PFRDA for the bank's officers/staff and then undertake the training programme on a dedicated basis within the training infrastructure and venue(s) being provided by the agency / institute.
- 3.11 The institute must be equipped with adequate and well trained faculty members including ex-bankers with relevant practical banking experience along with faculty for training the candidates in soft skills
- 3.12 The Authority will assist the institute in designing the training module for Atal Pension Yojana.
- 3.13 The expected duration of the APY training programme would be around 3 to 4 hours in each session and PFRDA reserves the right to change the duration of the programme as per the requirement of work.
- 3.14 As a part of undertaking this training assignment, it will be the responsibility of the institute/training agency(ies) to provide the following in the location(s) where the training will be imparted.
  - O Writing materials/pads/pen
  - o Programme contents and delivery
  - o Reading material and handouts
  - o Good ambience of training classroom
  - o Tea /coffee with snacks to the participants
- o Conducting the small test after the training and also collect the feedback from the participants
  - o Training material prepared should be shared with the bank officials.

#### 4. Eligibility Criteria

- 4.1 Before submitting the bid, the bidder must ensure that it fulfills the following eligibility criteria and provide adequate documentary evidence for each of the criterion stipulated below:
  - i. The applicant bidder should be a professional agency / organization engaged in imparting training.

- ii. The applicant should have minimum experience of 3 years in field of training on financial products.
- iii. Have experience in training employees of Indian Public sector /Private sector banks on Banking, functional and theoretical, technological and behavioral areas.
- iv. Should be able to arrange the training venue across the country or selected zones.
- v. The institutions should have adequately trained faculty and they should have exposure in financial products .
- 4.2 The applicant bidder should not have been blacklisted by any Govt.Department / PSU / PSE or Banks or the bidder/firm is otherwise not involved in any such incident with any concern whatsoever, where the job undertaken / performed and conduct has been questioned by any authority, which lead to legal action. Self- declaration to that effect should be submitted along with the technical bid.
- 4.3 The applicant bidder should have capability to execute the work with respect to expertise in terms of (i) Skilled faculty and support manpower, (ii) Experience & past performance.
- 4.4 The eligibility criteria has to be satisfied on the date of submission of the bid.

#### 5. Manpower requirement

- a) The agency should designate a Project Manager who would be a single point contact for handling the assignment. The Project Manager should have the relevant experience and the strategic depth to interact with senior officials on training aspects including the designing of the training programme.
- b) For successful implementation and execution of monitoring activity, the selected agency will put in place sufficient resources to ensure timely compliance on the various activities and deliverables as mentioned in paras 3 and 5.

#### 6. Deliverables

The selected bidder would provide continuous ongoing support to Authority for all its training activities till the time of completion of assignment from the date of signing of the contract. Training Institute/ Organisation is required to execute the deliverables as mentioned in Para 3.

#### 7. Preparation of Proposals

Training Institute/ Organisation is required to submit a Technical and Financial Proposal as specified below:

#### a) Technical Proposal

i. The Training Institute/ Organisation is expected to provide the Technical Proposal as specified in the RFP Document.

- ii. Material deficiencies in providing the required information may result in rejection of a proposal.
- iii. The Technical Proposal shall contain the following documents, to be submitted in the <u>standard format</u> provided in of this RFP Document
  - a. Letter of Technical Proposal Submission
  - b. The exact information on meeting the Pre-qualification criteria as mentioned in para 4. Supporting documents towards fulfilling prequalification criteria must be submitted otherwise proposal will not be considered.
  - Profile and Track Record in the field of training on financial products including (a) experience .
  - d. The strategy to conduct the training for the banks officials across the country within the period of three to four months.
  - e. Photo copy of PAN Card and latest income tax return.
  - f. An undertaking on the letterhead of the Training Institute/
    Organisation and signed by the authorized person, that the Training
    Institute/ Organisation will undertake the assignment, in accordance
    with the Scope of Work detailed in the RFP document and at the
    cost submitted by the Authorised Official of Training Institute/
    Organisation in the financial proposal (the cost is **not** to be
    indicated). The above undertaking submitted by the Training
    Institute/ Organisation would be binding.
- iv. The Technical Proposal shall not include any financial information.

#### b) Financial Proposal

- In preparing the Financial Proposal, Training Institute/ Organisation are expected to take into account the requirements and conditions outlined in the RFP document.
- The Financial Proposal shall contain the following documents to be submitted in the <u>standard formats</u> given in this RFP Document

- a. Letter of Financial Proposal Submission.
- b. Fixed lump sum for the specified number of programmes with the size of each class and proposed work region wise.
- c. The strategy to conduct the training for the banks officials across the country within the period of three to four months.

Table 2:

S. No	Zone	Center to Cover*	No of programmes	No of expected participants in each programme	Amount INR	in
1.	North					
2.	South					
3.	East					
4.	West					
Total	1					

<sup>\*</sup>Centers should cover all the states and most of the districts for that particular zone

- iii. Service tax should be indicated separately and should not be included in the above lump sum fee.
- iv. This Fixed lump sum will cover all costs / expenses of the Training Institutes/Organisation for undertaking work as detailed in the Scope of Work.
- v. The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate would be entertained by the Authority.
- vi. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- vii. Out of pocket expenses viz. telephone, courier, postage, fax, conveyance etc. Incurred by the Training Institutes/Organisation during the contract period will be borne by the agency and will not be reimbursed by PFRDA.

#### 8. Submission of Proposals

a) The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as

necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.

- b) All pages of the Technical and Financial Proposals are to be authenticated.
- c) The Technical Proposal should be placed in a sealed envelope and super scribed "Technical Proposal for Appointment of Training Institutes/Organisation". Further, the Financial Proposal shall be placed in a sealed envelope and super scribed "Financial Proposal for Appointment of Training Institutes/Organisation".
- d) Earnest money deposit of Rs. 50000/- (Rupees fifty thousand only) as mentioned in para 9 is to be submitted along with proposals (Bid) in the form of demand draft/pay order for PFRDA.
- e) . Both the sealed envelopes should be put into an outer envelope and sealed. The outer envelope shall be super-scribed "Technical & Financial Proposal for Appointment of Training Institutes/Organisation" with the due date for submission. The Bottom Left corner of the outer cover should carry the full name, address, telephone nos., e-mail ID and name of contact person of the Training Institutes/Organisation submitting the Proposal.
- f) The outer envelope containing the sealed Technical and Financial Proposals should be addressed to:

The Deputy General Manager Pension Fund Regulatory and Development Authority(PFRDA), 1st Floor, ICADR building, Plot No 6, Institutional Area Phase II, Vasant Kuni, New Delhi – 110070

#### 9. Earnest Money Deposit (Bid security)

- a) Training Institutes/Organisation will have to provide a EMD/Bid security of Rs.50,000/- (Rupees Fifty Thousand only) by way of either a demand draft/pay order, issued in favour of Pension Fund Regulatory and Development PFRDA, payable at New Delhi or by making electronic payment through RTGS.
- b) In the event of non- submission of the EMD/bid-security money of Rs. 50,000/-, the bid will be summarily rejected.
- c) No interest will be payable on the EMD/Bid Security amount.
- d) The EMD/bid security amount will be forfeited if upon being declared successful the Training Institutes/Organisation refuses to accept work order

- or having accepted the work order, fails to carry out its obligations mentioned therein as per the time schedule agreed upon.
- e) The EMD/Bid Security will be refunded to the unsuccessful bidders only after completion of the entire bid process.
- f) The EMD/Bid security of the successful bidder would be refunded upon submission of Performance Guarantee (PG).

#### 10. Amendments to the RFP

At any time prior to the deadline for submission of proposals, Authority reserves the right to modify/amend or vary, for any reason deemed necessary, the RFP by an amendment notified on PFRDA website or in writing or by fax or email to all the bidders who have received this RFP and such amendment shall be binding on them.

#### 11. Modification, Substitution and Withdrawal of Proposal

No proposal can be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period as specified in para 13 of this RFP. However, bidder is allowed to withdraw his bid documents till deadline for submission of proposals, i.e. till 11:00 hours of the **16**<sup>th</sup> **April 2015.** Once the bid documents are submitted, modifications and substitutions in the bid documents shall not be allowed.

#### 12. Language of the Proposal

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated time will become the property of the Authority and will not be returned. The hardcopy version will be considered as the official proposal.

#### 13. Period of Validity of Proposals

- a) The proposals shall be valid for a period of 60 days from the date of opening of the technical proposals. A proposal valid for a shorter period may be rejected as nonresponsive.
- b) In exceptional circumstances, at its discretion, Authority may solicit the bidder's consent for an extension of the validity period. The request and responses shall be made in writing.
- c) Proposals received will be evaluated by a Committee constituted by the Authority or its designated representative(s) referred to herein as the Evaluation Committee (or "Committee"). The Committee may be comprised of, or receive assistance from, several teams conducting parallel evaluation.

#### 14. Proposal Opening

Authority would open the proposal, in the presence of authorized representative(s) of the bidder who choose to attend, at the time, date and location stipulated in the RFP. The bidder's representative(s) shall sign a register evidencing their attendance.

#### a) Clarification of Proposals

In the process of examination, evaluation and comparison of proposal, the Authority may, at its discretion, ask bidder(s) for clarification of its proposal which the bidder will be obliged to furnish in writing.

#### b) Initial Determination of Compliance with RFP Requirements

The evaluation committee constituted for the purpose of evaluation shall conduct an initial review of all proposals that are submitted on time. After initial review, the Committee may recommend discontinuing the evaluation of any proposal, which it considers unacceptable prima facie for any reason such as:

I. The proposal is not a reasonable effort to respond to the requirements of the RFP; or is vague or lacking in material particulars/information sought or is not accompanied with relevant documents.

#### c) Correction of Errors

- I. Bidders are advised to exercise due care in quoting the prices. No modification/correction in quotations will be entertained once the financial bids are submitted.
- II. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

#### 15. Selection Process

- a. Technical Proposals received will be opened in the presence of the Authorized Training Institutes/Organisation Representatives who have submitted proposals and are present on the date /time as specified in the RFP.
- b. The Technical Proposals will, in the first instance, be examined in the PFRDA to ascertain fulfillment of eligibility criteria and submission of required documents. Bidders who fulfill the eligibility criteria and have submitted all required documents in their Technical Proposal will be invited to make presentations on their Technical Proposal on a date/time to be specified and conveyed by the PFRDA.
- c. The Technical Proposals, which includes presentation, will carry weightage of 70% and be evaluated by a Constituted Committee, on the basis of the following criteria:

## **Table 3 Technical Proposal marking details**

Sr.				Training
No.				Institutes/
		Maximum		Organisati
	Particulars	Marks	Parameters	onScore
	Technical Proposals			
	Toolinious roposus			
1.	Profile and track record			
١.,	including	20		
	Number of years of		3 yrs to < 5 yrs: 5	
	experience from the date of		0 y13 to < 0 y13. 0	
1 a.	assignments from clients 5 yrs to < 8 yrs: 10			
· u.	as Training		8yrs. to <10 yrs: 15	
	Institutes/Organisation as			
	on 31/3/15	20	10 yrs and above:20	
	Financial Services Sector		1 client: 1,	
	training programme		1 Onorth, 1,	
2	experience similar to the		2 clients:2	
2	scope of work envisaged in		3 to 5 clients : 5	
	the RFP in last 3 years as		3 to 3 cherits . 3	
	on 31.03.2015	10	More than 5 clients :10	
3			1 point for each center at	
			each state and maximum	
	Presence in all states	15	5 points per state	
4	Strategy on implementation			
	of training programme			
	under APY across the			
	country or the selected			
	zones within the specified		Based on proposal	
	time period	25	document	
	Total	70		

- d. Agencies scoring 70% marks or more in the Technical Evaluation will be shortlisted for opening of financial bids.
- **e.** Financial Bids of the shortlisted applicants will be opened in the presence of the Training Institute / Organisation or authorized representatives of the Training Institute / Organisation on a date/time to be specified by the Authority. Financial evaluation, based on the total fee quoted by the applicant for the contract, will carry a weightage of **30%**.

#### 16. Evaluation Criteria and Identification of Best Evaluated Bid

a. Evaluation Criteria proposed to be adopted will be **Quality cum Cost Based System (QCBS)** where Technical Bid Score will get a weightage of 70% and Commercial/financial Bid Score a weightage of 30%.

#### **Description of variables used:**

ST is the Total Technical Score for each Bid

F is the Commercial Bid Price quoted in the Bid under consideration

FL is the value of lowest Qualifying Commercial Bid Price

Commercial Bid Score (SF) for each Bid shall be computed as follows:

$$SF = 100 \times (FL/F)$$

Total Score (Ts) for each Bid shall be computed as follows:

$$TS = (ST) + (0.3 \times SF)$$

\*Evaluation will be calculated zone-wise

The Bid, that obtains the highest Total Score (TS) value, will be rated as the Best Evaluated Bid.

b. From the time the Technical Proposals are opened to the time the contract is awarded, if any Training Institute / Organisation wishes to contact the PFRDA on any matter related to its proposal, he/she should do so **only** in writing. Any effort by the Training Institute / Organisation to influence the PFRDA in the proposal evaluation or contract award decisions may result in rejection of the proposal of the Training Institute / Organisation.

#### 17. Key Activities and Dates

The key activities and dates for the purpose of this RFP are given in the table below:

**Table 4 Key Bidding Activities** 

S.No	Key Activities	Date/Time*		
-				
1.	Issuance of Request For Proposal (RFP)	1 <sup>st</sup> April 2015 ( Wednesday )		
2.	Last date of receiving queries from bidders	10 <sup>th</sup> April 2015 (Friday) upto 15.00 hrs		
3.	Pre-Bid Meeting	13 <sup>th</sup> April 2015 ( Monday) at 11.00 hrs		
4.	Last date and time for submission of proposals	16 <sup>th</sup> April 2015 (Thursday) upto 11.00 hrs		
5.	Technical Proposal opening	16 <sup>th</sup> April 2015 (Thursday) 15.00 hrs		
6.	Financial Proposal opening	20 <sup>th</sup> April 2015 ( Monday) 15.00 hrs		
8	Issuance of Letter of Award and Contract finalization	24 <sup>th</sup> April 2015 (Friday)		

<sup>\*</sup> PFRDA reserves the right to change any date/time mentioned in the schedule above under intimation to all concerned

#### 18. Clarifications on the RFP

A prospective bidder requiring any clarification on the RFP documents may notify PFRDA in writing as per annexure III at the PFRDA's address indicated in para 8 of this RFP or by sending mail on following mail id k.mohangandhi@pfrda.org.in All queries and clarifications should reach PFRDA by 15:00 hours, **10**<sup>th</sup> **April 2015**. Any queries received after the indicated date and time will not be entertained.

PFRDA would give clarifications to the bidders in the pre – bid meeting only. PFRDA would not prepare and send responses to the queries and clarifications by the bidders in a consolidated manner and has the right not to respond to some or any of the queries at its sole discretion. PFRDA will not normally entertain or respond to bidders' queries and clarifications after pre – bid meeting i.e., 13<sup>th</sup> April 2015 at 11.00 hrs.

#### 19. Pre-bid Meeting

a) The bidder's authorized representatives (not exceeding two) may like to attend the Pre-bid meeting at their own cost, which would take place at the venue mentioned below and time as stipulated in the Para 18 of this RFP. Venue:

# Conference Hall, PFRDA, 1st Floor, ICADR building, Plot No 6, Institutional Area Phase II, Vasant Kunj, New Delhi – 110070

- b) The purpose of the meeting would be to clarify queries on any aspect pertaining to the document.
- c) Based on discussions held during the pre-bid meeting, amendments / clarifications in the RFP Document will be hosted on the websites of the PFRDA www.pfrda.org.in by 11.00 hr. on 15<sup>th</sup> April 2015.

#### 20. Assessment of the work involved, Proposal Preparation and Presentation Cost

The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings, presentation, assessment of the work involved, , preparation of proposal and in providing additional information required by PFRDA. This RFP does not commit the PFRDA to award a contract or to engage in negotiations with any the bidder.

#### 21. PFRDA's Right to Terminate the RFP

PFRDA retains the right to terminate the RFP process at any time and without assigning any reason. The PFRDA makes no commitment, express or implied, that this process will result in award of contract to anyone. This RFP does not constitute an offer by the PFRDA. The bidder's participation in this process may result in PFRDA selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by PFRDA to execute a contract or to continue negotiations. The PFRDA may terminate negotiations at any time without assigning any reason.

#### 22. Venue and Dateline for Proposal Submission

Proposals should reach PFRDA at the following address.

The Deputy General Manager, Pension Fund Regulatory and Development Authority (PFRDA), 1st Floor, ICADR building, Plot No 6, Institutional Area Phase II, Vasant Kunj, New Delhi - 110070

In case the proposal is submitted by hand, bidder's representative(s) shall sign a register evidencing their attendance. Last Date & Time of Submission of Proposal 16<sup>th</sup> April 2015 by 11:00 hrs.

#### 23. Late Bids

Any proposal received by the PFRDA after the deadline for submission of proposal prescribed in Para 18 of this RFP shall be summarily rejected and returned unopened to the bidder.

#### 24. Bid Opening

Total transparency will be observed while opening of proposals. Sealed envelopes of the bids will be opened at 15:00 hrs on 16<sup>th</sup> April 2015 (Technical Bid) and at 15:00 hrs on 20<sup>th</sup> April 2015(Financial proposal) in the presence of authorized representatives of the bidders who wish to attend the event. PFRDA reserves the right at all times to postpone or cancel a scheduled RFP opening. The venue for the opening of proposals is as mentioned in the Para 22 of this RFP.

#### 25. Terms of Payment to the Selected Training Institutes/Organisation

SI No	Milestones	Payment Schedule
		(% of total contract value)
1	a) 30 percent of the total contract value will be given as 'advance' within 10 working days of signing the contract	30%
2	b) 30 percent of the total contract value will be given after submission of report on 70% completion of training programme	30%
3)	c) 40 percent of the total contract value will be given after final completion of training programme	40%
	Total	100%

Payment will be made by electronic transfer of funds to the bank account of the Training Institutes/Organisation in Indian Rupees. For facilitating Electronic Transfer of funds, the selected Training Institutes/Organisation will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected Training Institutes/Organisation.

The Service Tax and education cess shall be paid as applicable.

The applicable TDS will be recovered from the invoice amount while making payments and Form-16 will be issued after end of financial year

The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released accordingly.

Once a milestone is completed, the Training Institutes/Organisation shall submit the requisite deliverables as specified herein. The PFRDA shall release the requisite payment as soon as the deliverables are accepted. Description of deliverables as provided in para 3 & 6 may include processes / milestones, which may be carried out concurrently. After completion of each milestone / deliverable, the Agency shall submit a report to the PFRDA for a particular set of deliverables. The payment to the extent indicated above for each milestone / deliverable would be made by the PFRDA on the basis of acceptance of such reports by the PFRDA.

Final Payment: The final payment shall be made only after the acceptance of the final report by PFRDA, which shall be submitted by the Agency and approved as satisfactory by the "PFRDA" per the requirements detailed in the RFP Document including achievement of the deliverables in a timely manner. The Services shall be deemed completed and finally accepted by the "PFRDA" and the final report and final statement shall be deemed approved by the "PFRDA" as satisfactory thirty (30) calendar days after receipt of the final report and final statement by the "PFRDA" unless the "PFRDA", within such thirty (30) day period, gives written notice to the Agency specifying in detail deficiencies in the services, the final report or final statement. The agency shall thereupon make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "PFRDA" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to the "PFRDA" within thirty (30) days after receipt by the Agency of notice thereof.

For the purpose of payment, acceptance means; acceptance of the deliverables by PFRDA after submission by the Training Institutes/Organisation with/without modifications to be communicated in writing by the PFRDA to the Training Institutes/Organisation.

With the exception of the final payment, payment do not constitute acceptance of the service nor relieve the Training Institutes/Organisation of any obligations hereunder, unless the acceptance has been communicated by the PFRDA to the Agency in writing and the Agency has made necessary charges as per the comments / suggestions of PFRDA communicated to the Training Institutes/Organisation.

In case of early termination of the contract, the payment shall be made to the Training Institutes/Organisation as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Training Institutes/Organisation shall provide the details of persons who have reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the working days as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Training Institutes/Organisation in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

#### 26. Other Important Information

- a) The PFRDA is however not bound to accept any bid or to assign any reason for non-acceptance. The PFRDA reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
- b) Training Institute / Organisation submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- c) The PFRDA reserves its right not to accept bids from Training Institute / Organisation resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated by Government Investigating Agencies / Vigilance Cell.

#### 27. Payment of Compensation Clause

#### 27.1. Compensation for error/variation

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence or any act of omission or commission on the part of the Agency, the consequential damages thereof shall be quantified by PFRDA in a reasonable manner and sought from the as compensation, which shall be subject to a maximum of **10%** (ten percent) of the Contract Value.

#### 27.2. Compensation for delay

In case of delay in completion of Services, compensation not exceeding an amount equal to **0.2%** of the Contract Value per day, subject to a maximum of 10% (ten percent) of the Contract Value will be payable and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Agency, the PFRDA may agree to grant suitable extension of time.

#### 28. Termination of contract

PFRDA may besides such terms and conditions as may be enumerated in the contract terminate the contract of the Training Institutes/Organisation in case of the occurrence of any of the events specified below:

- a) If the Training Institutes/Organisation becomes insolvent or goes into compulsory liquidation.
- b) If the Training Institutes/Organisation, in the judgment of PFRDA, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- c) If the Training Institutes/Organisation submits to PFRDA a false statement which has a material effect on the rights, obligations or interests of PFRDA.
- d) If the Training Institutes/Organisation places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to PFRDA.

- e) If the Training Institutes/Organisation fails to provide the quality services as envisaged under this Contract or violates any of the clauses of the contract. Reasons for the same would be recorded in writing.
- f) In such an occurrence as mentioned above, PFRDA shall give a written advance notice of 30 days before terminating the Contract of the Training Institutes/Organisation.
- g) Otherwise by giving 60 days advance notice without assigning any reason.

#### 29. Negotiations, Contract Finalization and Award

The committee shall reserve the right to negotiate with the bidder whose proposal has been ranked first by the committee on the basis of **Quality Cum Cost Based System (QCBS)**. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of PFRDA, the most advantageous and represents the best value to the project, price and other factors considered. Evaluations will be based on the proposals and any additional information requested by the PFRDA.

#### 30. Rejection Criteria

Besides other Terms & Conditions highlighted in this Document, following vital conditions should be strictly complied with, failing which the Bid may be rejected.

#### a) Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the Bid may be rejected:

- i. Only the Bids which quote for the complete Schedule of Requirements as stipulated in the RFP, addendum (if any) and any subsequent information given to the Bidder, shall be considered. Bids which are incomplete or not accompanied by EMD of the requisite amount will be rejected outright.
- Failure to furnish all information required as per RFP or submission of Bid not substantially responsive to the RFP in any respect may lead to rejection of Bid.
- iii. The Bidder shall be deemed to have complied with all clauses under all the paras of the RFP including Schedule of Requirements, Operational Specifications and General Terms & Conditions.
- iv. Bids must conform to the timelines stipulated in the RFP.

v. The Technical Bid shall contain no commercial details/items/values.

Prices in any form or by any reason before opening the Commercial Bid should not be revealed

#### b) Financial Bid Rejection Criteria

- i. Incomplete Financial Bid.
- ii. Bids which do not conform to Bid's Commercial Bid format.
- iii. Bids where prices are not firm during the entire duration of the contract and / or with any qualifications.
- iv. The price quoted by the Bidder is not inclusive of all statutory taxes and levies applicable.

#### c) General Rejection Criteria

- d) Bids received through Fax/E-Mail.
- e) Bids which do not conform to unconditional validity of the Bid as prescribed in the Bid.
- f) If the information and documents provided by the Bidder is found to be incorrect / misleading at any stage / time during the Biding Process.
- g) Bid received by the PFRDA after the last date and time stipulated for receipt of Bids prescribed by the PFRDA.
- h) Bids without power of authorization or any other document consisting of adequate proof of the Signatory's PFRDA.
- i) Bids that are incomplete in any manner, are not accompanied by the requisite documents of eligibility, EMD, or received beyond the stipulated date and time for submission, or are considered non-responsive, shall be rejected summarily and PFRDA shall not entertain any query in this regard. Bidders are therefore advised to carefully read the terms and conditions of the notice inviting tender, before making their bid. Financial bid of only such bidders shall be opened who have qualified the technical parameters, as specified in this document. Where the fee/cost/price quoted in the financial bid is zero or in the opinion of PFRDA, is significantly low, so as to impede the effective working of the contract and provision of timely, efficient and quality services to PFRDA, then such bids even if L-1, shall be treated as non-responsive and rejected. If the selected bidder fails to sign the contract or deposit the security deposit/performance guarantee within the stipulated time and date of

submission, then the offer is liable to be withdrawn and offered to the next bidder. In such an event the EMD of the bidder, who refuses to sign the contract or submit the security deposit is liable to be forfeited.

#### 31. Award of Contract

#### a) Award Criteria

The PFRDA will award the contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal.

#### b) PFRDA's Right to Accept or Reject Any or All Proposals

The PFRDA reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for PFRDA's action.

#### c) Notification of Award

Prior to expiry of the validity period, PFRDA will notify the successful bidders in writing that its proposal has been accepted. Upon the successful bidder's furnishing of performance bank guarantee contract signing process will take place.

#### d) Signing of Contract

Once the PFRDA notifies the successful bidder that its proposal has been accepted, PFRDA shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon separately) between PFRDA and the successful bidders.

#### 32. Performance Guarantee

- a) The successful Training Institutes/Organisation shall at its own expense deposit with PFRDA, within seven (7) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Guarantee (PG) amounting to 10% of the total contract value. The Performance Guarantee can be paid in the form of Bank Guarantee or Account Payee Demand Draft. Or in the form of a Fixed Deposit Receipt pledged to the PFRDA. The Performance Guarantee should remain valid for a period of 60 days beyond the completion of the period of contract or beyond 60 days of any extended period of the contract.
- b) The Performance Guarantee will be as follows:
  - "All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the bidder. The PG shall be valid initially till 60 days after completion of tenure of contract."
  - ii. In the event of the bidder being unable to service the contract for whatever

reason, PFRDA shall be entitled to invoke the PG. Non deposit of performance guarantee within the stipulate date and time shall render the contract invalid at the discretion of PFRDA. In the event of the service provider being unable to service the contract for whatever reason, the PFRDA would be entitled to invoke the performance guarantee Notwithstanding and without prejudice to any other and further whatsoever rights whatsoever of the PFRDA under the contract in the matter, the proceeds of the performance guarantee shall be payable to the PFRDA and may be applied by PFRDA towards compensation for the service providers failure to perform/comply with its obligations under the contract. The PFRDA shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

- iii. The decision of PFRDA on the representation given by the agency shall be final and binding.
- iv. The performance guarantee will be refundable after successful completion of the contract and making adjustment of dues against the service provider.
- v. Where the contract is renewed / extended by PFRDA as the case may be the Training Institutes/Organisation shall submit a fresh/extended PG to the satisfaction of the PFRDA.

#### 33. Tax Clause

PFRDA would only reimburse Service Tax and Education cess as part of total contract, where applicable. Any other tax or levy either Central/State incurred by Training Institutes/Organisation would not be reimbursed by PFRDA and shall be borne by the training institute.

#### 34. Sub-Contract Clause

The Training Institutes/Organisation shall assign transfer, entirely or in part, the obligation derived here from in favor of any third party with the prior approval of PFRDA.

#### 35. Extension of Contract

The PFRDA at its discretion may further decide to extend the contract for Training Institutes/Organisation from the end date of the contract. Such an extension will be based upon the same terms and conditions as those for the contract awarded on the basis of this RFP or as may be decided by PFRDA.

#### 36. Exit Management

In the event of expiry of contract term or termination of contract as per para 28, the Training Institutes/Organisation would transfer/share all documents, report formats and

other data necessary for seamless transfer of process to PFRDA/New Training Institutes/Organisation as directed by PFRDA without any extra cost.

#### 37. Proposal Ownership

The proposal and all supporting documentation submitted by the Training Institutes/Organisation shall become the property of PFRDA. The proposal and documentation may be retained, returned or destroyed as PFRDA decides.

#### 38. Rights over the Work Products/Deliverables & Confidentiality

The ownership including intellectual property rights over all work products/deliverables and other intermediate documents and completion reports provided by Training Institutes/Organisation in terms of the RFP and under the contract between the parties shall vest with PFRDA absolutely. Further all documents submitted by the bidder along with bid and during the presentation shall be the exclusive property of the PFRDA which shall not be returned back to the bidder. The Training Institutes/Organisation shall maintain utmost confidentiality and shall not disclose/part with any deliverables created for the purpose of this agreement to any third party either for commercial or for any other purpose and shall further not disclose any information received by it from the PFRDA to any third party and shall maintain strict confidentiality with respect to such information, as may be specified in the contract with the PFRDA, failing which it shall be held liable.

#### 39. Governing Laws/ Arbitration

Any matter relating to the appointment of Training Institutes/Organisation or the procedure for the appointment of the Training Institutes/Organisation shall be governed by the Laws of Union of India. The dispute relating to such appointments shall be subject to the exclusive jurisdiction of the Courts at New Delhi (with exclusion of all other Courts) which shall have the jurisdiction to decide or adjudicate on any matter or dispute which may arise under this RFP.

Annexure I: Bid Letter

Form Date

The Deputy General Manager Pension Fund Regulatory and Development PFRDA ICADR Building, Plot No. 6, Institutional Area Phase II, Vasant Kunj, New Delhi

Dear Sir,

#### Ref: Request for proposal for Training Institutes /Organisation

Having examined the RFP documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP for **Training Institutes** /**Organisation**. We agree to meet such requirements and provide such services as set out in the RFP documents. We attach hereto our response to the RFP document, which constitutes our proposal for being considered for the assignment.

We undertake, if our proposal is accepted, to adhere to the stipulations put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and PFRDA or its appointed representatives.

We agree to unconditional acceptance of all the terms and conditions set out in the RFP documents. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the PFRDA is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead PFRDA as to any material fact. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this documents, which may be required in this connection.

We further understand that the finalized prices will be frozen **till the time of completion of the assignment** from the date of entrustment of assignment and that the PFRDA may at its discretion ask the Training Institutes /Organisation to alter the implementation strategy as per the requirement of PFRDA from time to time.

We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

We also understand that PFRDA is not bound to accept the offer either in part or in full. If PFRDA rejects the offer in full or in part PFRDA may do so without assigning any reasons therefore.

Dated this Day of 2015.

Authorized Signature [In full and initials]
of)

(in the capacity

Duly authorized to sign the RFP Response for and behalf of: (Name of the Company) (Seal/Stamp of bidder) Address for Correspondence

#### **Annexure II: No Deviation Certificate**

Date:

To

The Deputy General Manager
Pension Fund Regulatory and Development Authority (PFRDA),
1st Floor, ICADR building,
Plot No 6, Institutional Area Phase II,
Vasant Kunj, New Delhi – 110070

Dear Sir/Madam,

We understand that any deviation/exception in any form from our bid against the RFP may result in rejection of our bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation is mentioned or noticed, our bid may be rejected.

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Note: This "No Deviation Certificate" should be written on the letter head of the bidder duly signed and stamped with date by a person competent and having authorised power to bind the bidder.

## Annexure III: Pre Bid Query Format

Sr. No	Para No.	Clause Requiring Clarification	Clarification Required

# Annexure IV: Technical Proposal Form I. TECHNICAL PROPOSAL SUBMISSION LETTER

#### **Annexure V: Format for Submission of Technical Proposal**

#### II. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

#### A. <u>General Information</u>

- 1. Name of Training Institutes/Organisation
- 2. Full Address
- Contact Details

(Tel. No. / Fax/E-mail)

- 4. Date of Establishment of Company (enclose evidence)
- 5. Organization Type (Please give details & enclose Certificate)
- 6. No. of Training Center (Enclose details with address & Telephone No.)
- 7. Service Tax Registration Details

#### B. Eligibility Criteria

- 8. Number of years of experience in providing training
- 9. Manpower strength of the organization (enclose evidence)

#### C. <u>Profile & Track Record</u>

- 10. Number of years of experience in training
- 11. Credentials / Qualifications
- 12. Important Clients handled
- 13. Hard and soft copy of strategy document (to be enclosed in a separate sealed envelope)
- 14. Any other relevant information

#### D. <u>Documents to be submitted as Enclosures</u>

- 15. Document(s) in support of number of years of experience in training
- 16. A note on any one of the most effective training programme formulated for similar kind of project by the Training Institute / Organization for a client(s) during the last three years, with an evaluation of the impact of the strategy.
- 17. Photo copy of PAN Card and latest income tax return.

- 18. Earnest Money Deposit (EMD)/ Bid Security in an acceptable form such as Bank Guarantee or Demand Draft from a scheduled Bank for Rs. 50,000/-(Rupees Fifty thousand only) drawn in favour of Pension Fund Regulatory and Development PFRDA, New Delhi.
- 19. An undertaking on the letterhead of the Training Institute / Organization and signed by the Training Institute / Organization that the Training Institute / Organization will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document or any other work assigned by PFRDA and at the cost submitted by the Training Institute / Organization in the financial proposal (the cost is not to be indicated in the undertaking).

## FINANCIAL PROPOSAL SUBMISSION LETTER

[Location, Date] From: (Name of the Training Institutes/Organization)	
To:	
The Deputy General Manager,	
Pension Fund Regulatory and Development Authority,	
1 <sup>st</sup> Floor, ICADR Building, Plot No. 6,	
Institutional Area Phase II, Vasant Kunj,	
New Delhi-110070	
Subject : Appointment of Training Institutes/Org	ganization for the PFRDA
Sir / Madam,	
I, the undersigned, offer to undertake the a Institutes/Organizations for the PFRDA, in accordance with your My attached Financial Bid is for the sum of one year, in words and figures]. This amount is exclusive claimed as applicable and as per actuals.	our RFP Document dated[Total Amount for
My Financial Bid shall be binding upon me, up to component contract as specified in the Tender Document.	oletion of the period of the
I understand you are not bound to accept any Proposal y	you receive.
Yours Sincerely,	
•	Signature:
	Name of <b>Training</b>
	Institute/Organization Address

#### **Annexure VI: Format of Financial Proposal**

# II. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL A. <u>Financial Bid for Appointment of Training Institutes/Organization by the PFRDA</u>

S. No	Region	Amount (Rs.)	in	INR
1.	North			
2.	South			
3.	East			
4.	West			

• Service tax and education cess would be charged for separately and should not be quoted in the above as lump sum amount.

The Fixed lump sum amount quoted above covers costs / expenses of the Training Institutes/Organization for undertaking work as detailed in the Scope of Work of the RFP Document issued by the PFRDA.

Authorized	Signature
Name:	
Place:	
Date:	