

NATIONAL ACADEMY OF CUSTOMS, INDIRECT TAXES AND NARCOTICS PALASAMUDRAM GORANTALA MANDALAM, SRI SATYA SAI DISTRICT, ANDHRA PRADESH- 515241

Request for Proposal (RFP)
for
Selection of a Partner Institution
to organize and deliver Phase-III, Phase-IV and Phase-V of
the Mid-Career Training Programmes (MCTP) – 2024-25 to 2025-26
for the IRS (C&IT) Officers

Closing Date & time 16.12.2024 at 6.00 p.m.

| RFP No: NACIN/TRNC | G/177/2024-MCTP-O/o Pr.DG-NACIN-Faridabad | Date 11.11.2024 |
|-----------------------|---|---------------------|
| Name of Bidder | | |
| Address of the bidder | · | |
| | | |
| | | Signature of Bidder |

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Timelines

| S. No. | Particulars | Details/Dates |
|--------|---|---------------------------|
| 1. | Issue of RFP Document | 11.11.2024 |
| 2. | Last Date for Submission of Pre-Bid Queries | 25.11.2024 at 05.00 PM |

| 3. | Pre-Bid Meeting | 09.12.2024 at 11.00 AM |
|-----|---|--|
| 4. | Last Date and Time for Submission of Bids | 16.12.2024 at 6.00 PM |
| 5. | Last Date and Time for Submission of Bid fee and Bid security/ Earnest money deposit (refer Para 6.3.3) | 16.12.2024 at 6.00 PM |
| 6. | Address for Submission of Bids | Online Bid Submission at CPPP portal https://eprocure.gov.i n |
| 7. | Date and Time for Opening of Pre-qualification | 19.12.2024 at 3.00 PM NACIN Campus |
| 8. | Date and Time for Opening of Technical Bids | 20.12.2024 at 11 AM NACIN Campus |
| 9. | Technical Presentation to be made by the bidder before the Evaluation Committee (not more than 30 minutes). | 20.12.2024 at 12.00 PM (x + 5 weeks+3 day) NACIN Campus |
| 10. | Date and Time for Opening of Financial Proposal. | To be communicated after evaluation of Technical Bid by Consultancy Evaluation Committee (CEC) |

1. Mid-Career Training Programme of IRS (C&IT) Officers – Background

- 1.1. The Mid-Career Training Programme (MCTP) for Indian Revenue Service Officers Customs & Indirect Taxes [IRS (C&IT)] was conceived on the recommendations on reforms for Civil Services. It is based on the belief that for the effective discharge of functions, the officers in the Civil Services at the senior level need to have an overall managerial/leadership perspective with exposure to global best practices.
- 1.2. The MCTP has been envisaged to achieve the specific purpose of helping officers acquire the requisite knowledge (Domain Competencies) Functional skills sets (Functional Competencies) and attitudinal competencies (Behavioural competencies) and leadership competencies to bring about timely and effective changes in tax administration to ensure transparent, efficient, non-intrusive and non-adversarial indirect tax regime. The objective of the MCTP is to enhance/ upgrade the competency of the officers to the global standards and to develop subject experts in specialized fields such as Tax Administration and Taxpayer Services, Investigation & Use of Information Technology, Forensic data analysis, Forensic audit, Revenue Forecasting, Federal Taxation, Leadership, Innovation and Good Governance, Change Management, Tax Policy and economic development. It is also expected to help build the capacities of the officers to equip them for the leadership roles.
- 1.3. The MCTP is conducted in three phases viz. <u>Phases III, IV and V for IRS (C&IT)</u> <u>officers who have 7-9, 14-16 and 26-28 years of service</u>, respectively. The objective of the MCTP is to equip officers to handle the next higher level of responsibilities at certain identified stages of their careers.
- 1.4. NACIN has the mandate for planning and implementing the three phases of the MCTP. *The present RFP pertains to all three phases: Phase-III, IV and V*. The proposed duration and expected participation for Phases III, IV and V of these training courses is as under:

| MCTP Phase III | Three weeks domestic | Six batches 50 officers each |
|----------------|----------------------------|-----------------------------------|
| MCTP Phase IV | Three weeks domestic + one | Three batches of 50 officers each |
| | week overseas | |
| MCTP Phase V | Two weeks domestic | One batch of 36 officers |

2. Phase III of Mid-Career Training Programme

- 2.1. The MCTP Phase III marks an important milestone as it is the very first in the series of the MCT Programmes. The target audience for MCTP Phase III are the officers with 7 9 years of field experience, presently posted as Deputy Commissioners/ Joint Commissioners. This promotion entails a variation in the competencies required which the MCTP Phase III is expected to bridge.
- 2.2. The MCTP Phase III is expected to build on the field experience gained by the participants in the initial years of their Service. The officers undergoing this phase of training would be shortly assuming/recently assumed a supervisory role in their posting as Joint Commissioners. The training should give them an opportunity to test the validity of their field experiences and help them acquire new competencies (Domain Competencies) Functional skills sets (Functional Competencies) and attitudinal competencies (Behavioural competencies) to prepare them to effectively discharge their responsibilities in the new supervisory role. Besides having the domain knowledge of taxation, the participants are expected to be effective policy implementers and efficient supervisors of the field officers.
- 2.3. *The learning objectives* provide that at the end of the course, the officers will be able to:
- Acquire and update knowledge about the dominant domestic and international issues in the areas of
 International Taxation, Tax Administration and Taxpayer Services, Investigation & Use of
 Information Technology, Forensic data analysis, Block Chain, AI and other emerging technologies
 Forensic audit, various models of Revenue Forecasting.
- Appreciate the importance of and gain familiarity with the critical managerial and personal effectiveness skills.
- Reinforce service networks essential for effective policy implementation.
- 2. 4. The broad pedagogical approach is to blend academic discourse on the relevant issues with governance experience, both national and international, to situate the concepts being discussed in appropriate context. Pedagogy should be experiential and immersive. The Partner Institution is expected to draw upon a pool of international and national subject matter experts, eminent and successful practitioners as well as its own internal faculty to deliver the programme. The module would entail around 25-30 hours of classroom instruction per week.
- 2.5. At the end of the training the participants are expected to present a Project Report, in not more than 3000 words, on a subject of relevance to the Department.
- 2.6. The MCTP Phase III is proposed to be organised at the campus of the Partner

Institution during a mutually convenient time slot. The programme will entail three weeks of training at the campus of the Domestic partner or a venue mutually agreeable to NACIN and domestic partner. The exact dates of the training will be decided by the NACIN in consultation with the partner institution. A NACIN faculty as coordinator will visit the campus of the partner institution for orientation of the MCTP participants.

3. Phase IV of Mid-Career Training Programme:

- 3.1. The MCTP Phase IV is the second in the series of the MCT Programmes. The participants for MCTP Phase IV comprise of officers with 14 16 years of field experience. These officers are presently posted as Additional Commissioners and are slated to be promoted to the rank of Commissioners.
- 3.2. The newly promoted officers will form a part of the middle management and need broad based competencies as they function as supervisory officers besides having a mature grasp of the field realities. This calls for a more nuanced understanding of the technical aspects as well as capacity to manage and lead high performance teams. The MCTP Phase IV is expected to build on the rich field experience gained by the participants and allow for discussions to place it in the apt global perspective. The training should provide an opportunity to consolidate the field experience of the participants, expose them to domain knowledge, new trends and help analyse the current management practices in the light of changing tax administration system and also to behavioural competencies like the science of Happiness, strategic view of thinking, personal leadership, negotiation skills, Communication skills etc. and also to functional competencies like National Security, Preventive Vigilance, Social Media Management, Modern Public Management etc.
- 3.3. The learning objectives provide that at the end of the course, the officers will be able to:
- Update knowledge and trends about the dominant domestic and international issues in the areas of
 International Taxation, Tax Administration and Taxpayer Services, Investigation & Use of
 Information Technology, Forensic data analysis, Block Chain, AI and other emerging technologies
 Forensic audit, various models of Revenue Forecasting, India and other countries benchmarking on
 critical indicators of Tax System.
- Appreciate the importance of and gain familiarity with the critical managerial skills in team building and leading high-performance teams.
- Understand the importance of personal effectiveness in providing effective leadership in their work

environment.

- Reinforce service networks essential for effective policy implementation.
- 3.4. The broad pedagogical approach is to blend academic discourse on the relevant issues with governance experience, both national and international, to situate the concepts being discussed in appropriate context. Pedagogy should be experiential and immersive. The partner Institution is expected to draw upon a pool of international and national subject matter experts, eminent and successful practitioners as well as its own internal faculty to deliver the programme. The module would entail around 25-30 hours of classroom instruction per week.
- 3.5. At the end of the training the participants are expected to present a Project Report in not more than 3000 words on a subject of relevance to the Department.
- 3.6. The MCTP Phase IV is proposed to be organised at the campus of the Partner Institution during a mutually convenient time slot.
- 3.7. The MCTP Phase IV will entail three weeks of training at the campus of the Domestic partner and one week of overseas attachment in collaboration with an international partner institute in US, Canada or Europe. Overseas component of Phase-IV shall be conducted subject to approval of DoPT. The exact dates of the training will be decided by the NACIN in consultation with the partner institution.
- 3.8. Two NACIN faculties as coordinators will accompany the domestic leg and overseas leg of the training for orientation of the MCTP Phase-IV participants.

4. Phase V of Mid-Career Training Programme:

- **4.1** The MCTP Phase V Programme marks the last albeit an important milestone in the continuum of the various phases of the MCT Programme. It is expected to prepare IRS(C&IT) officers for assuming the highest levels of responsibility in their respective careers to the process of inter-sectoral policy formulation and wider implementation across the zones and country. IRS officers at around 26-28 years of seniority have normally been attending the programme. Generally, IRS officers undergo the programme prior to their assuming the charge of Chief Commissioners.
- 4.2. The newly promoted officers are now placed at one of the highest levels of hierarchy and charged with leading the Department beyond new frontiers in tune with the times. A fundamental understanding of the relevance of Indirect Taxes in a growing economy, the strengths and shortcomings of the prevailing system needs to be synthesized

with NACIN and strategic leadership for effecting any meaningful systemic reforms. The MCTP Phase V is expected to allow such a platform for conceptual and practical deliberations, especially in the light of international experiences and best practices. The themes expected to be reflected upon are Leadership and Change management, Public Finance, Tax Policy & Reforms, Operational Excellence, Capital Markets & Taxation, Informational Technology and Strategic Leadership and also to behavioural competencies like the science of Happiness, strategic view of thinking, personal leadership, negotiation skills, Communication skills etc. and also to functional competencies like National Security, Preventive Vigilance, Social Media Management, Modern Public Management etc.

- 4.3 **The learning objectives** provide that at the end of the course, the officers will be able to:
- To facilitate a critical understanding of major global trends impacting Indirect Tax Administration.
- To provide exposure to relevant experiences of developed and developing countries in strategic management in Indirect Tax Administration.
- Develop a wider global and national perspective in order to formulate strategies to meet future challenges.
- Understand the importance of inter-sectoral policy design and implementation.
- Provide effective leadership in their work environment.
- Envisioning and preparing for change.
- Reinforce service networks essential for policy formulation and implementation.
- 4.4. The broad pedagogical approach is to blend academic discourse on the relevant issues with governance experience, both national and international, to situate the concepts being discussed in appropriate context. Pedagogy should be case analysis based and experiential and immersive. The partner Institution shall draw upon a pool of international

and national subject experts, eminent and successful practitioners as well as its own internal faculty to deliver the programme. The module would entail around 25-30 hours of classroom instruction per week.

4.5 The MCTP Phase V Programme is proposed to be organised at the campus of the Partner Institution during a mutually convenient time slot. The programme will entail two weeks of training at the campus of the Domestic partner. The exact dates of the training will be decided by NACIN in consultation with the partner institution. A NACIN faculty as coordinator per Cohort/Group will visit the campus of the partner institution for orientation of the MCTP participants.

5. Partner Institution & Scope of Work

- **5.1. Partner Institution:** The proposed Partner Institution must be a top-ranking institution, i.e. a Centre for Public Management or a Business School with proven expertise in the areas specified in Para 1.2 above and in delivering programmes with focus on Tax Administration and governance. Any consortium for bidding is not acceptable. The selected Institutions would be required to execute the work of delivery of MCTP in coordination with NACIN.
- **5.2. Overseas partner institution:** In the case of MCTP Phase IV, the partner institution needs to collaborate with an international institution with expertise in the specified domains in the US, Canada or Europe. The emphasis of the overseas component 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 the field visits to at least two relevant institutes of international repute to be arranged by partner institution.

5.3. Scope of Work:

The partner institution shall:

- **5.3.1.** Arrange for the residential training programme along with suitable boarding arrangements.
- **5.3.2.** Arrange for the appropriate pedagogical mix that will include theoretical lecture sessions, case discussions, group working, workshops and exposure visits. Pedagogy should be experiential and immersive. The medium of instruction will be English.

- **5.3.3.** Develop pre-course material so that a participant would come prepared with. <u>Pre-reading material to be given in the form of e-content or module to be shared with the participants in mail. Also, Develop and provide relevant study material on each of the inputs being delivered.</u>
- **5.3.4.** Design evaluation measure to test the efficacy of inputs imparted during the programme. It may be ensured that multi-point evaluation after completion of every topic and overall learning and wholesome experience of MCTP courses has been obtained from participants. This will include an assessment of the Project Reports and presentations, if any.
- **5.3.5.** Identify resource persons for the various topics proposed to be covered during the programme and ensure that there is the right mix of academic and practitioner faculty.
- **5.3.6.** Identify a suitable overseas partner institution to conduct the overseas component of the MCTP Phase IV. The Domestic Partner shall provide two options for the overseas partner Institution. NACIN will select one out of these options and intimate the partner institution in writing at least two months before the overseas component.
- **5.3.7.** Design and tie up logistics for the Domestic Management Component for the participants including:
 - (i) Pick up from airport/station to and from training institution.
 - (ii) Boarding and lodging (on single occupancy basis) and all meals.
 - (iii) Field visits/cultural visits/excursion tours.
 - (iv) Training Costs.
 - (v) One official welcome dinner.
- **5.3.8.** Design and tie up logistics for the Overseas Component for the participants including:
 - (i) Booking of Air Tickets as per their entitlement (Generally Economy Class).
 - (ii) Pick up / drop from / to overseas airport to overseas co partner institution / hotel where stay arrangements are made.
 - (iii) Logistic support from hotel/place of stay to co-partner overseas training institution.
 - (iv) Boarding and lodging on single occupancy basis, without meal i.e No dinner.

Breakfast included in the room charges and lunch during classes/visits to be provided by the host institution.

- (v) Field visits/cultural visits/excursion tours.
- (vi) Training Costs.

- (vii) One official welcome lunch/dinner.
- **5.3.9.** Tie up logistics for the two NACIN faculties as Coordinators per Cohort/Group for the domestic leg:
 - (i) Pick up from airport/station to and from training institution.
 - (ii) Boarding and lodging (on single occupancy basis) and all meals.
- **5.3.10.** Tie up logistics for the two NACIN faculties as Coordinators per Cohort/Group for the Overseas leg:
 - (i) Booking of Air Tickets as per the entitlement of the participating officers i.e., Generally Economy Class. At least one NACIN faculty could be entitled to Business Class. Variable cost for Business Class may be indicated.
 - (ii) Pick up/drop from/to overseas airport to overseas co-partner institution/hotel where stay arrangements are made.
 - (iii) Logistic support from hotel/place of stay to co-partner overseas training institution.
 - (iv) Boarding and lodging on single occupancy basis.
 - (v) Field visits/cultural visits/excursion tours.
- **5.3.11.** Provide mutually convenient slots for the domestic as well as overseas component in the **US**, **Canada or Europe** for MCTP Phase IV.
- 5.3.12 The Partner Institution has to pay the Overseas Travelling Allowance to the participating officers as well as the NACIN coordinators as per entitlement. The indicative cost of Overseas Per Diem to be paid as per prevalent/latest Government guidelines from the of arrival abroad till the day of departure.
- 5.3.13. The overseas component of Phase-IV of MCTP shall be conducted, subject to approval of DoPT and as per extant Govt./DoPT guidelines.
- 5.3.14. Delivery of the MCTP is for a period of two years on mutual agreement basis. The continuation of the MCTP on annual basis shall be subject to review and satisfaction of the

Central Board of Indirect Taxes and Customs (CBIC).

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

6.1 **Pre-bid meeting**: A pre-bid meeting will be held online / virtually on **09.12.2024** 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 latest by **25.11.2024** (5.00 PM) to:

The Deputy Director,

National Academy of Customs, Indirect Taxes & Narcotics (NACIN), Palasamudram, NH44 Gorantla Mandal, Sri Satya Sai District, Andhra Pradesh-515241

Email: nacin.mctp@gov.in

Queries may be sent in the following format:

| S.No | Page Number | RFP Reference | Content of Para | Points of |
|------|-------------|---------------|-----------------|---------------|
| | | (Para no.) | requiring | clarification |
| | | | 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 CPPP preferably by **02.12.2024**.
- (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.

6.2 Proposal and Criteria for Evaluation

- 6.2.1. **Submission of Proposal** All eligible institutions desirous of being short-listed/ selected for delivering the MCTP Phase III or/and IV or/and V 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. No hard copies of Proposal are required to be submitted.
- 6.2.2 Last date for submission of Proposal: The last date for submission of the composite proposal including the Technical Proposal and the Financial bid to NACIN would be 16.12. 2024 at 6.00 PM. The proposals received after closing time will not be accepted, except in case of extension of time limit for submission of bids by NACIN.
- 6.3. Proposal An institute responding to this RFP is free to bid for one or more than one Phases of the MCTP. A separate proposal is to be submitted for each of the three phases of MCTP viz. Phase III, Phase IV and Phase V. 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 6.4 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. The Proposal for each Phase of MCTP will be evaluated separately and a separate agreement will be entered into for each of the three Phases of MCTP.
- **6.3.1. Bid validity** The Bid submitted by the bidder shall remain valid for 180 days after the date of opening of bids prescribed by NACIN, Palasamudaram. A bid valid for a shorter period shall be rejected by NACIN as non-responsive.
- **6.3.2. Bid fee and Bid security/ Earnest money deposit (EMD)** Each bidder is required to submit, at the time of submission of bid, a Bid fee of Rs. 10,000/- (Rupees Ten Thousand) for <u>each Phase</u> and Bid security/ EMD in the form of a Demand Draft /Bank Guarantee issued by any nationalized or scheduled bank in favour of Pay and Accounts Office (PAO), Central Board of Excise and Customs, C.R. Building, Queens Road, Bengaluru 560001. The phase wise Bid security/ EMD required to be submitted is as under:

Phase-III Rs. 31.92 Lakhs Phase-IV Rs. 20.32 Lakhs Phase-V Rs. 3.85 Lakhs

If a bidder bids for above three phases, then total EMD amount will be Rs. 56.09 Lakhs. Acknowledgement of EMD payment shall be communicated at e-mail id nacin.mctp@gov.in.

Extant government Guidelines for MSME etc. exemptions shall apply subject to submission of requisite valid documents.

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.
- 6.3.3. The bid fee of Rs.10,000/- <u>for each Phase</u> and EMD/ bid security as mentioned above, shall be submitted in person/ speed post to Deputy Director, MCTP Section, National Academy of Customs, Indirect Taxes and Narcotics, NH 44 Gorantla Mandal, Sri Satya Sai District, Andhra Pradesh 515241 on or before **16.12.2024 (18:00 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" @ 8 per cent of the value of the contract as specified in the financial bid. 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.
- 6.3.4. All the bidders may be required to make a **presentation of around 45 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.
- 6.3.5 The Financial bids will be opened for only those bidders who have obtained at least 75 % or more, in aggregate, on the technical parameters as below:

| S. No | Criterion for assessment | Maximum Marks | Qualifying Marks |
|-------|------------------------------------|---------------|------------------|
| 1 | Overall Programme Design with Time | | |
| | Table | 20 | 15 |

| 2 | Experience in delivering similar | | |
|---|---|----|-------|
| | Executive Education programmes for | | |
| | senior civil servants | 30 | 22.5 |
| 3 | Suggested Faculty (as per CVs attached) | 25 | 18.75 |
| | Total | 75 | 56.25 |

The following criteria shall be followed while assessing/evaluating/scoring the above.

a. Overall program design with Time table {para 6.3.5 (1)}

| S. No. | Criterion | Max. Score |
|--------|--|------------|
| 1. | Relevance of the content/Demonstrated understanding of | 5 |
| | the requirements | |
| 2. | Innovative Pedagogy | 5 |
| 3. | Flexibility and responsiveness | 5 |
| 4. | Accommodation and other logistics | 5 |

b. Experience in delivering similar Executive Education programmes {para 6.3.5 (2)}

| S. No. | Criterion | Max. Score |
|--------|---|------------|
| 1. | Programmes of identical in nature or equivalent length of | 20 |
| | service of civil servants* | |
| 2. | Programmes conducted for officers working in the Tax | 10 |
| | Administration | |

^{*}Programs conducted in a number of batches/groups during a Financial Year shall be treated as one program.

c. Suggested faculty {6.3.5 (3)}

| S. No. | Criterion | Max. Score |
|--------|--|------------|
| 1 | Technical resources on indirect taxation/area of expertise | 10 |
| 2 | Educational and formal credentials | 7.5 |
| 3 | Job specific skills and knowledge/Technical papers etc | 7.5 |

6.4 Technical Proposal - The Technical Proposal must contain the following details:

6.4.1. A brief synopsis of the institution's history and its track record in delivering similar or relevant Executive Education programmes for senior civil servants. Institutions must satisfy the eligibility criteria laid down in the 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 <u>i.e. 2021-22, 2022-23 and 2023-24</u>) being cited by them for evaluation along with the average feedback for each such programme.

- 6.4.2 A **broad programme design** covering the thematic inputs for each of the three phases 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.
- 6.4.3. The programme design must be accompanied by a **detailed teaching time table** 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.
- 6.4.4. 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.
- 6.5 **Financial Proposal** The Financial Proposal must contain the following:
- 6.5.1. The Proposal must contain a financial offer by the Partner Institution for delivering the Program as detailed in the Technical Proposal.
- 6.5.2. The financial offer must contain a detailed break-up of the costs as indicated in the **Annexure F- I & II** (bidder may fill up the appropriate format which is applicable) . The fee/amount/cost would be exclusive of all taxes, if any.
- 6.5.3. The offer must clearly indicate the Institute's standard published rates (in public domain) for conducting similar executive education courses for Government (inclusive of boarding and lodging) and the discount offered, if any, to NACIN over the standard published rates.
- 6.5.4. 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.

- 6.6 **Evaluation of Proposal** The Proposal will be evaluated in the following manner:
- 6.6.1. The Proposal Evaluation Committee (PEC) will evaluate the proposal received from the interested institutions based on the following criteria:

| S. No | Criterion for assessment | Maximum Marks |
|-------|--|---------------|
| 1 | Overall Programme Design with Timetable | 20 |
| 2 | Experience in delivering similar Executive Education | 30 |
| | programmes for senior civil servants | |
| 3 | Suggested Faculty (as per CVs attached) | 25 |
| 4 | Indicated Financial Cost | 25 |
| 5 | Total | 100 |

The proposal with the highest weighted combined score (quality and cost) shall be selected.

- 6.6.2. The proposals as evaluated by the Proposal Evaluation Committee will be placed before the Competent Authority for final selection of the Partner Institution.
- 6.6.3. The evaluations will be done separately for each of the three Phases of MCTP. After the approval of the Competent authority a separate agreement will be entered into for each of the three phases.

6.7. Evaluation Matrix:

- i. **Overall program design with Time table:** The members of the PEC will individually award marks out of 20 for the overall program design with time table. The numerical average of the marks awarded by these members will be taken as the final marks for the purpose of evaluation of the bid as per the table in Para 6.6.1.
- 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 three 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 (in respect of bid for Phase IV) organized in the last three financial years (2021-22, 2022-23 and 2023-24), and a duly signed worksheet clearly showing calculations to workout average feedback over last three financial years on a percentage scale (0-100%).

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

| Bidder | No. of Programmes (75%) | Average Feedback (25%) |
|--------|-------------------------|------------------------|
| A | 20 | 70% |
| В | 12 | 80% |
| C | 8 | 90% |

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%) = 92.5/100Final weighted score out of $30 = 30 \times 0.925 = 27.75$

For B:

Score for no of programmes = 12/20 = 60%Score for average feedback = 80%Computation of weighted score: 60 (75%) + 80 (25%) = 65/100Final weighted score out of $30 = 30 \times 0.65 = 19.50$

For C:

Score for no of programmes = 8/20 = 40%Score for average feedback = 90%Computation of weighted score: 40 (75%) + 90 (25%) = 52.5/100Final weighted score out of $30 = 30 \times 0.525 = 15.75$

Summary:

| Weightage | 75% | 25% |
|--------------|-------------------|---------------|
| | No. of programmes | Avg. feedback |
| A | 20 | 70 |
| В | 12 | 80 |
| C | 8 | 90 |
| | | |
| Score Out of | 100 | 30 |
| A | 92.5 | 27.75 |
| В | 65 | 19.50 |
| C | 52.5 | 15.75 |

- iii. **Suggested Faculty:** The members of the PEC will individually award marks out of 25 for the suggested faculty profile for the programme. The numerical average of the marks awarded by these members will be taken as the final marks for the purpose of evaluation of the bid as per the table in Para 6.6.1.
- iv. **Indicated Financial Cost:** The lowest bidder will be awarded 25 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

| Score Out of | 100 | 25 | |
|--------------|----------------------------|-------|--|
| A | $(60/80) \times 100 = 75$ | 18.75 | |
| В | $(60/60) \times 100 = 100$ | 25 | |
| | <u> </u> | | |

(60/95) X 100 = 63.15 | 15.79

- **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 to (i) to (iv) as detailed above in this para.
- vi. The selection of technology partner will be based on Quality and Cost Based Selection (QCBS) giving 75% weightage to the technical competency score and 25% to the financial proposal. Based on weighted combined score of technical and financial evaluation the bidders will be arranged in descending order as H1, H2, H3 and so on.
- **vii. Methodology for Tied scores**: The PEC will recommend the name of H 1 bidder for appointment as the Partner Institution. If the scores are tied between two bidders, preference will be given to the bidder who has scored higher marks in the technical assessment (including all the three technical parameters) as indicated in para 6.3.5 of RFP. The offer of appointment will be first given to H1 bidder and in case he declines the offer, then option will go to H2 bidder and so on.
- 6.8. 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.
- 6.9. **Agreement period** The assignment is expected to be for duration of 2 years. The agreement period shall be one year (2024-25) initially and may be extended upon satisfactory delivery of the training, with a cost escalation of 3 per cent of the contract value for succeeding year i.e. 2025-26. NACIN reserves the right to determine satisfactory delivery of the module as detailed in Para 6.10 below. The extension would be subject to the existing contract which may be modified suitably by mutual agreement. The selected Institution would, in such case, make suitable modifications to the design and conduct of the module based on the feedback received from the participants and NACIN.
- 6.10. **Satisfactory Delivery:** A programme will be deemed to have been delivered satisfactorily if the average feedback collected from participants by NACIN is at least 75% or more on the classroom inputs component, including logistical arrangements. The proforma is enclosed as Annexure G.

7. Miscellaneous

- 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.
- 7.2 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.
- 7.3 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.
- The Bidder/Partner Institution should not be blacklisted by any Government Department or Semi- government organisation on the day of bidding. The Bidder/Partner Institution has to submit a self-declaration that no investigation is pending against them on the date of application. Any investigation being carried out against the Bidder/Partner Institution on the date of application needs to be specifically mentioned and brought to information of NACIN.
- 7.5 The Bidder/Partner Institution should not enter into any undisclosed agreement or understanding with other bidders with respect to prices, course module, certifications, subsidiary contracts, etc.
- 7.6 The Bidder/Partner Institution have to undertake and submit self-declaration cum undertaking that they have not and will not conduct similar training at prices lower than the bid price.

8. Other Information

- 8.1 **Certificate of Authority**: The Certificate of Authority by 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.
- **8.2 Penalty:** In case the Partner Institution fails to fulfil 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.
 - 8.3 **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 by e-mail would be liable for automatic rejection.
 - 8.4 **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.
 - 8.5 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.

ANNEXURE-A PROPOSAL SUBMISSION FORM

Dated, XYZ

| From | Dated, A12 |
|-------------|---|
| FIOIII | |
| | _ |
| | _ |
| | _ |
| | |
| То | |
| | _ |
| | _ |
| | |
| Su | b: Delivery of MCTP Phase III/ Phase IV/Phase V- Submission of Proposal |
| Sir, | |
| We | e, the undersigned, offer to provide the services for the above work in accordance |
| - | Request for Proposal dated [as mentioned in letter with the RFP Document], and |
| - | sal. We are hereby submitting our Proposal which includes a Technical Proposal |
| separate ei | envelope (with two additional copies), and a Financial Proposal sealed under a nvelope. |
| P | |
| If i | negotiations are held, we undertake to negotiate on the terms and conditions as |
| | the RFP document. Our Proposal is binding upon us and subject to the |
| modificati | ons resulting from contract negotiations. |
| We | e understand you are not bound to accept any Proposal you receive. |
| | |
| | Varing faith fuller |
| | Yours faithfully, |
| | A (1 ' 10') |
| | 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 1 |

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 2023 and 2024 Certification: | |
|---|--------------------|
| I, the undersigned, certify that to the best of my knowledge and belief, the describe me, my qualifications, and my experience. | ese data correctly |
| Date: | |
| [Signature of staff member and authorized representative of the Institution] Full name of staff member: | |
| Full name of authorized representative: | |

ANNEXURE - C

Certificate of Authority by Authorized Signatory

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 (in sealed envelope), with three additional copies
- 2. Copies of curriculum vitae of Faculty members as in Annexure-B
- 3. Financial Proposal (in separate sealed envelope)

| Signature of Authorized Signatory | _ |
|---|---|
| | |
| Name and Designation | |
| Counter-signatures of Head of Institution | |
| Address | |
| Dated: | |

ANNEXURE-D

Earnest Money Deposit (EMD)

| RFP Reference Nodated |
|--|
| Whereas(herein after cal'le |
| the Bidder') has submitted its Bids dated 2024 for appointment as Partner Institution of |
| National Academy of Customs, Indirect Taxes and Narcotics (NACIN) for conducting |
| MCTP Phase |
| Know all men by these present that weofhaving |
| our registered office at (herein after called "the Bank") are |
| bound unto the NACIN in the sum of Rsfor 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 thisday |
| of2024. |
| |
| |

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 it owing 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.

RFP Reference No......dated _____

ANNEXURE-E

Proforma of Bank Guarantee for Contract Performance Security

| Date |
|---|
| Bank Guarantee |
| Number |
| In consideration of National Academy of Customs, Indirect Taxes and Narcotics (hereinafter called "NACIN") having agreed to exempt |
| between |
| fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee forwe, (name of the bank) |
| request of NACIN do hereby undertake to pay to NACIN an amount not exceedingagainst 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 not withstanding 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 ofcertifies 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 ofmonths from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter. | | | |
| 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 theday of | | | |

| for | |
|-----|-----------------------------|
| | (indicate the name of bank) |

ANNEXURE-

FORMAT FOR TECHNICAL BID

| S. No | Criterion for assessment | Maximum Marks | Qualifying Marks |
|-------|------------------------------------|---------------|------------------|
| 1 | Overall Programme Design with | 20 | |
| | Timetable | | 15 |
| 2 | Experience in delivering similar | 30 | |
| | Executive Education programmes for | | |
| | senior civil servants | | 22.50 |
| 3 | Suggested Faculty (as per CVs | 25 | |
| | attached) | | 18.75 |
| | Total | 75 | 56.25 |

The following criteria shall be followed while assessing/evaluating/scoring the above

a. Overall program design with Time table {para 6.3.5 (1)}

| S. No. | Criterion | Max. Score |
|--------|--|------------|
| 1. | Relevance of the content/Demonstrated understanding of | 5 |
| | the requirements | |
| 2. | Innovativeness | 5 |
| 3. | Flexibility and responsiveness | 5 |
| 4. | Accommodation and other logistics | 5 |

b. Experience in delivering similar Executive Education programmes {para 6.3.5 (2)}

| S. No. | Criterion | Max. Score |
|--------|---|------------|
| 1. | Programmes of identical in nature or equivalent length of | 20 |
| | service of civil servants* | |
| 2. | Programmes conducted for officers working in the Tax | 10 |
| | Administration | |

^{*}Programs conducted in a number of batches/groups during a Financial Year shall be treated as one program.

c. Suggested faculty {6.3.5 (3)}

| ı | I | |
|---|---|--|

| S. No. | Criterion | Max. Score |
|--------|--|------------|
| 1 | Technical resources on indirect taxation/area of expertise | 10 |
| 2 | Educational and formal credentials | 7.5 |
| 3 | Job specific skills and knowledge/Technical papers etc | 7.5 |

ANNEXURE-F-I

FORMAT FOR FINANCIAL BID (Phase- III &V)

| S. No | Item of Expenditure | Cost (in INR) |
|-------|--|---------------|
| 1 | Teaching/ Academic Fee per participant | |
| 2 | Cost of material, etc. per participant | |
| 3 | Boarding & Lodging Cost per participant, with meal | |
| 4 | Transportation Cost per participant | |
| 5 | Miscellaneous Costs (Give breakup along with heads of expenditure) per participant | |
| 6 | Total Cost per participant | |
| 7 | Total Cost (No. of participants X Sr.No.6) | |

• Boarding and Lodging be as per extent entitlements for Government of India Officials. The Hotel should be centrally located in a safe area so that minimum time is taken for commuting.

ANNEXURE-F-II

FORMAT FOR FINANCIAL BID (Phase IV)

| S.No | Item of Expenditure | Cost (in INR) |
|------|--|---------------|
| A | Domestic Component | |
| 1 | Teaching/ Academic Fee per participant | |
| 2 | Cost of material, etc. per participant | |
| 3 | Boarding & Lodging Cost per participant, with meal | |

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| 4 | Transportation Cost per participant | | |
|----|---|--|--|
| 5 | Miscellaneous Costs (Give breakup along with heads of expenditure) per participant | | |
| 6 | Total Cost per participant | | |
| 7 | Total Cost (No. of participants X Sr.No.6) | | |
| В | Foreign Component | | |
| 8 | Teaching/ Academic Fee per participant | | |
| 9 | Cost of material, etc. per participant | | |
| 10 | Boarding & Lodging Cost per participant, without meal | | |
| 11 | Transportation Cost per participant | | |
| 12 | Miscellaneous Costs (Give breakup along with heads of expenditure) per participant | | |
| 13 | Total Cost per participant | | |
| 14 | Boarding & Lodging Cost per NACIN faculty as coordinator, without meal | | |
| 15 | Transportation Cost per NACIN faculty as coordinator | | |
| 16 | Miscellaneous Costs (Give breakup along with heads of expenditure) per NACIN faculty as coordinator | | |
| 17 | Total Cost per NACIN faculty as coordinator | | |
| 18 | Total Cost (No. of participants X Sr.No.13) + (No. of NACIN faculty as coordinator X Sr.No.17) | | |
| 19 | Grand Total (Sr No. 7 + Sr No 18) | | |

ANNEXURE-G

FORMAT OF FEEDBACK

| Sl.No. | Subject | Grading on the scale |
|--------|-----------------------------|----------------------|
| | | of 0-10 |
| 1. | Program Design and delivery | |
| | | |

| (i) | Area and subject coverage | |
|-------|--|--|
| (ii) | Orientation of present assignment and future | |
| | changes | |
| (iii) | Distribution of time among various components of | |
| | the Course | |
| (iv) | Faculty-Mix of academicians and practitioners | |
| (v) | Program administration | |
| | | |
| 2. | Inputs | |
| (i) | Innovations in International Taxation and Tax | |
| | Policy | |
| (ii) | Federal Tax Administration | |
| (iii) | Investigations and Use of Information Technology | |
| | | |
| (iv) | Leadership, Innovation and Good Governance | |
| (v) | Change Management | |
| | | |
| 3. | Training Material | |
| (i) | Background readings through learning management | |
| | software, case studies | |
| (ii) | Classrooms exercises through digital tools | |
| (iii) | Post reading sessions. | |
| | | |
| 4. | Pedagogy | |
| (i) | Lectures | |
| (ii) | Case Study methods | |
| (iii) | Discussions | |
| (iv) | Gamification | |
| (v) | Immersive and Experiential Learning | |
| 5. | Administration | |
| (i) | Office assistance services | |
| (ii) | Classroom facilities | |
| (iii) | Accommodation | |
| (iv) | Housekeeping and room service | |
| (v) | Food quality | |
| (vi) | Transport arrangements | |

The gradings will be done on the scale of 0-10.