



REQUEST FOR EMPANELMENT OF TRAINING AGENCY

16th June 2023

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DISCLAIMER

1. This document is being published in order to enable the applicants to make an offer for empanelment as Training Agency by Pension Fund Regulatory and Development Authority (PFRDA) to impart training to various stakeholders on the schemes regulated and administered by PFRDA.
2. This document does not constitute nor should it be interpreted as an offer or invitation for the selection described herein.
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5. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts, and observations contained herein.

6. PFRDA makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential applicant may make in case of failure to understand the requirement and respond to the Request For Empanelment (RFE) Document. PFRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFE Document.
7. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves and observe any applicable legal requirements.
8. This document constitutes no form of commitment on the part of PFRDA.
9. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed empanelment of the Training Agency.
10. When any proposal is submitted pursuant to this RFE, it shall be presumed by PFRDA that the Applicant has fully ascertained and ensured its eligibility to render services as a Training Agency, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regimen and that there is no statutory or regulatory prohibition or impediment to acting as such and suffers no disability in law or otherwise to act as such.
11. The empanelment of the Training Agency shall not create a principal-agent relationship between PFRDA and the service provider (Training Agency).

1. Introduction

- 1.1 The Central Government had introduced National Pension System (NPS) mandatorily for its new recruit's w.e.f. 01st January 2004 and subsequently most of the State Governments had adopted NPS for its employees. NPS is based on a unique individual pension account viz. A permanent Retirement Account Number (PRAN) and was created for individual subscribers. In this system, a subscriber periodically accretes savings into his/her Individual Pension Account (either solely or jointly with the employer) while he/she is working and utilizes the accumulated corpus at retirement to procure a pension for the rest of his/her life.
- 1.2 NPS is also offered on a voluntary basis to all citizens of India under the Unorganized Sector (UoS) Model, Corporate Model, and NRI/OCI Model. For catering to the weaker and economically disadvantaged sections of society with their limited investment potential, PFRDA launched NPS-Lite with the Swavalamban benefit extended by the Government of India and in June 2016. The government of India had given the mandate to PFRDA to administer the "Atal Pension Yojana (APY)" through Banks, Dept. of Post, and Regional Rural Banks.
- 1.3 Pension Fund Regulatory and Development Authority (PFRDA) was initially established as an interim regulator for NPS vide Government of India notification dated 10th October 2003 and subsequently with the passage of the PFRDA Act 2013 and its notification on 1st February 2014, PFRDA has been established as the statutory Authority to promote old age income security by establishing, developing and regulating pension funds, to protect the interest of the subscribers to the schemes of pensions funds and for matters connected therewith or incidental thereto. PFRDA has been entrusted with the responsibility to regulate, promote and ensure orderly growth of the NPS and pension schemes to which the PFRDA Act applies and to protect the interests of subscribers of such systems and schemes.
- 1.4 PFRDA intends to invite proposals from professional Training Institutes/ Organisation to execute the NPS/APY training requirements of stakeholders in consultation with PFRDA and interested Training Institutes/ Organisation are invited to submit their proposals in the form of a Proposal for empanelment as Training Agency by PFRDA.
- 1.5 Proposals received in response to this RFE will be evaluated in terms of the conditions laid out herein and the Training Agencies which are thus selected will be required to provide professional, objective, and impartial service at all times, hold the PFRDA interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

2. Eligibility Criteria

2.1 The Applicant must fulfil the minimum eligibility criteria enumerated below. Supporting documents as prescribed below need to be attached with the proposal.

SL	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The applicant shall be a company in India registered under the Companies Act 1956/2013 or a registered Partnership firm or an LLP registered under Limited Liability Partnership Act, 2008/ registered societies or registered trust. Application from the consortium will not be entertained.	Certificates of Incorporation/ Registration Certificates, GST Registration Certificate, PAN.
2	Financial Strength	Positive tangible net worth in any 3 out of 5 Financial Years (2018-19 to 2022-23)	<p>1. Audited Financial Statements along with balance sheets / Annual Reports for the last 5 FY (2018-19 to 2022-23) (<i>if the balance sheet for FY 22-23 is not audited, then the same shall be certified by the CA. However, the audited balance sheet along with financial statements for the FY 22-23 have to be submitted post-empanelment</i>)</p> <p>2. Certificate of Net worth for the last 5 FY (2018-19 to 2022-23) (<i>if the net worth certificate for FY 22-23 is not audited, then the same shall be certified by the CA. However, the audited net worth certificate for the FY 22-23 has to be submitted post-empanelment.</i>)</p> <p>3. Income tax return (ITR) for the last 5 FY</p> <p>4. Self-attested copy of the annual turnover statement (original) certified by a Chartered Accountant for the last 5 FY (2018-19 to 2022-23) (provisional turnover shall not be considered) – Annexure-V</p>
3	Financial Strength	Average annual turnover exclusively from Training activities in the last 3 financial years– Rs. 1.0 Crore. (FY 2020-21, 2021-22 & 2022-23)	<p>1. Audited Financial statements with a reflection of turnover from training activities for the last 03 FY (2020-21 to 2022-23). (<i>if the balance sheet for FY 22-23 is not audited, then the same shall be certified by the CA. However, the audited balance sheet along with financial statements for the FY 22-23 have to be submitted post-empanelment</i>)</p> <p>2. Self-attested copy of the annual turnover (with a bifurcation of turnover from training activities) statement (original) certified by a Chartered Accountant for the last 03 FY</p>

SL	Basic Requirement	Specific Requirements	Documents Required
			(2020-21 to 2022-23). (Provisional turnover shall not be considered) – Annexure-V
4	Experience	Minimum 5 years of experience in the field of imparting training on financial products as of the last date of submission of this RFE.	1. Declaration and self-attested copies of Work orders/agreements /Completion Certificates in support of work done. 2. Details of the Clients handled – name, address, and contact numbers (including BFSI clients). Annexure-V
5	Number of projects	Should have undertaken the training activities/projects for financial products in Five or more nos. of Government/ PSU/ Centre and State autonomous bodies/Private Sector organisation in the BFSI sector during the last 5 years i.e. FY (2018-19 to 2022-23).	Self-attested copies of Work Orders/ Agreements/ Completion Certificates in support of work done. Annexure-V
6	Number of Training Sessions	Should have undertaken a minimum of 1000 training sessions for organizations in Government/ PSU/ Centre and State autonomous bodies/Private Sector in BFSI during the last 5 years i.e., FY (2018-19 to 2022-23).	Self-attested copies of Work Orders/ Agreements/ Completion Certificates in support of work done.
7	The average number of participants	Should have conducted a minimum of 05 nos. of similar kinds (as referred in point 5 of eligibility criteria) of training projects for a minimum of 30 or more persons per training session during the last 5 Years i.e. (2018-19 to 2022-23)	Self-attested copies of Work Orders/ Agreements/ Completion Certificates in support of work done. Annexure-V
8	Profile and presence	The applicant should be a professional agency/organization engaged in imparting training and should be able to arrange the training venues across locations of the country. The agency is to have a minimum of 10 own venues	Details of its own training venues and the venues through secondary arrangements to be provided separately. Copy of the agreements of secondary arrangements if any. – Annexure-V
9	Staff strength	The institutions should have a minimum of 30 adequately trained faculties. Project coordinators to have at least 3 years of experience in similar activity.	Project coordinator, Trainer name, Experience/ Exposure in the sector, educational qualification etc. to be presented in tabular form with a declaration from the authorized signatory. Annexure-V for project coordinators and key personnel for the project.

SL	Basic Requirement	Specific Requirements	Documents Required
10	Qualification and exposure of trainers	Desired qualification of trained faculties/trainers to be graduate/postgraduate or equivalent master's degree. <u>Desired experience of trained faculties/trainers:</u> Minimum 2 years of experience in providing training on financial products.	Project coordinator, Trainer name, Experience/ Exposure in the sector, educational qualification etc. to be presented in tabular form with a declaration from the authorized signatory. Information as per Annexure-V .
11	Participants trained	The number of participants trained during the last five years from FY 2018-19 to FY 2022-23 taken together should be 80,000 or more.	Data is to be presented in tabular form with a declaration from an authorized signatory.

2.2 Even though the Applicant may meet the above eligibility criteria, they are subject to be disqualified at any stage, including post-empanelment, in case of the following circumstances/ conditions:

- (a) The Applicant has made any false representation including in the forms, statements, and attachments submitted as proof of the eligibility criteria requirements.
- (b) The Applicant has a record of poor performance such as abandoning any allotted project, inability to complete any allotted project, delay in completion of any allotted project, etc.
- (c) The Applicant has been blacklisted by any Government or organization or its contract with any organization has been terminated for breach of contract.

2.3 An undertaking to this effect is required from the Applicant (**Annexure-VI**). If at a later stage, it is found that any Applicant has wrongly certified, the applicant shall be liable for action under the applicable laws besides termination of the contract.

3. Scope of Work and Deliverables for Training Agency

The overall scope of work and deliverables is largely grouped under the following activities:

I. Content development and training design

- a) Formulate training strategy as per the requirement of different sectors i.e. Central Government, Central Autonomous Bodies, State Government, State Autonomous Bodies, Point of Presence, Corporates, Non-Resident Indians, Overseas Citizens of India, Retirement Advisers and Atal Pension Yojana
- b) Designing and printing (if required) the training/course content for each sector with inputs from PFRDA for online as well as classroom training. The training content is to be developed in Hindi & English. (If required then in regional language also)
- c) Prepare the training material and performance aid for the participants.
- d) Prepare objective tests and evaluation forms in consultation with PFRDA for Pre and Post training assessment of the participants.
- e) Feedback form for training participants.
- f) Instructors Report on each training session.
- g) To have a separate dashboard for PFRDA containing the various reports of the training sessions.
- h) Any other related activity specified by PFRDA.

II. Overall Programme Management:

- a) Coordinating with stakeholders/intermediaries for scheduling sessions/batches, obtaining nominations or sending invites to participants, necessary follow-ups to ensure timely participation in sessions, devising motivational tools to encourage involvement in training and communicating with the participants and stakeholders for making the training successful.
- b) It is expected that the Training Agency will depute full-time and dedicated officials/resources during the implementation of the training assigned to it in terms of this RFE, one resource to be positioned as a senior coordinator at the training institute/organisation and another resource as a training coordinator at Delhi for co-ordinating with PFRDA.

III. Conduct of Training programs

- a) Conduct the training program as scheduled in a timely manner and distribute training materials and obtain the attendance of the participants.
- b) The language for delivery of training would be in Hindi/English or a mix of both or vernacular wherever required for specific States/sessions
- c) Compile a video of 3 minutes of the training session.

- d) Conduct Pre and Post session test of participants to assess their understanding.
- e) Obtain feedback on training from participants in pre-designed formats.

IV. Submission of Reports to PFRDA

The Training Agency shall submit reports to PFRDA on the completion of the training assigned.

The Training Agency will be required to submit the training schedule a month before the actual date of the training.

4. RFE Process - Terms and Conditions

4.1 Content of RFE Documents

- a) The RFE document should be read in conjunction with any Addendum/corrigendum issued in accordance with section 4.7 (Amendment of RFE documents) of this RFE document and proceedings of Pre-Bid meeting issued in accordance with section 4.3 (Pre-Bid meeting)
- b) The applicant is expected to examine all instructions, forms, terms, requirements and other information in this RFE document. Failure to furnish all information required by the RFE documents or submission of a proposal not substantially responsive to the RFE documents in every aspect would be at the applicant's risk and may result in the rejection of its proposal.

4.2 Non- Refundable Application Fee

- a) The applicant shall be required to deposit a non-refundable application fee of Rs 10,000/- (Rupees Ten Thousand only) in the form of a Demand Draft/Pay Order from any nationalized or scheduled commercial bank favouring Pension Fund Regulatory and Development Authority and payable at New Delhi along with the proposal in a separate sealed envelope.
- b) Proposal not accompanied by requisite non-refundable application fee shall not be entertained and summarily rejected.

4.3 Pre-Bid Meeting

- a) A prospective applicant requiring any clarification on this RFE documents may notify PFRDA in writing at the address indicated in this RFE. The format for the same is prescribed in **Annexure III**. The same shall also be mailed to

nitin.hansda@pfrda.org.in and manju.bhalla@pfrda.org.in (MS Word format). All queries and clarifications should reach PFRDA latest by the date and time specified in section 4.15 of this RFE. Any queries received after the indicated date and time will not be entertained.

- b) The applicants' authorized representatives are invited to attend the Pre-bid meeting at their own cost, which would take place online or at the venue mentioned below and time as stipulated in this RFE. The maximum number of authorized representatives for each applicant shall not be more than two.

Venue:

PFRDA

2nd Floor, B/14A, Chhatrapati Shivaji Bhawan,

Qutab Institutional Area,

New Delhi-110016

- c) PFRDA would provide clarifications to the applicants in the pre-bid meeting only. PFRDA would prepare and send responses/ clarifications to the queries in a consolidated manner and the same will be hosted on the websites of PFRDA www.pfrda.org.in. PFRDA will not entertain or respond to applicants' queries after the pre-bid meeting.

4.4 Submission of Proposal

- a) Interested applicants may respond to the RFE and submit their proposal comprising of:

Envelope I: Non-refundable application fee as per clause 4.2 of the RFE and proposal submission letter and no deviation certificate as per Annexure –I & Annexure –II respectively

Envelope II: Proposal along with details as per Annexure IV to VII

- b) There should be an index at the beginning of the proposal detailing the summary of all information contained in the proposal and all the pages of the proposal should be serially numbered. All pages of the Proposals are to be authenticated by the authorized signatory.
- c) All eligibility conditions as stipulated under clause 2 of the RFE shall have to be strictly satisfied on the date of submission of proposals and not at a later date.
- d) PFRDA will not accept delivery of proposals by fax or email. Proposals received in such a manner shall be treated as defective/invalid and rejected.

- e) The applicant is responsible for all costs incurred in connection with participation in this RFE process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings, presentation, preparation of proposal and in providing additional information required by PFRDA. This RFE does not commit PFRDA to award a contract or to engage in negotiations.
- f) The costs of preparing the proposal are not reimbursable and PFRDA is not bound to accept any of the proposals submitted.
- g) All proposals and accompanying documents received within the stipulated time will become the property of PFRDA and will not be returned. The hard copy version will be considered as the official proposal.

4.5 Address and Dateline for Proposal Submission

- a) Proposals should reach PFRDA at the following address not beyond the time limit as specified in clause 4.15 of the RFE

*General Manager (Training),
Pension Fund Regulatory and Development Authority (PFRDA),
B-14/A, Chhatrapati Shivaji Bhawan, Qutab Institutional Area, Katwaria Sarai,
New Delhi- 110016*

- b) In case the proposal is submitted by hand, applicants' representative(s) shall sign a register evidencing their attendance.
- c) Proposal received after the stipulated date and time or incomplete, or not in prescribed format or unaccompanied by fees shall be summarily rejected.

4.6 Late Applications

Any proposal received by PFRDA after the deadline for submission of the proposal prescribed in clause 4.15 of this RFE shall be summarily rejected and will not be processed further.

4.7 Amendments to the RFE

At any time prior to the deadline for submission of proposals, PFRDA may modify/amend or vary, for any reason deemed necessary, the RFE by an amendment notified on the PFRDA website or in writing or by fax or email to all the applicants and such amendment shall be binding on them.

4.8 PFRDA's Right to Terminate the RFE

PFRDA may terminate the RFE process at any time and without assigning any reason. PFRDA makes no commitment, express or implied, that this process will result in a business transaction with anyone. This RFE does not constitute an offer by PFRDA. The applicant's participation in this process may result in PFRDA selecting the applicant to engage in further discussions and negotiations toward the 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. PFRDA may terminate negotiations or cancel or annul the RFE process at any stage prior to signing of the contract with the successful applicant, without assigning any reason.

4.9 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 clause 4.10 of this RFE. However, applicant is allowed to withdraw his proposal till deadline for submission of proposals as specified under section 4.15 of this RFE. Once the proposal documents are submitted, modifications and substitutions in the proposal documents shall not be allowed.

4.10 Period of Validity of Proposals

- a) The proposals shall be valid for a period of 90 days from the date of opening of the technical proposals. A proposal valid for a shorter period may be rejected as non-responsive.
- b) In exceptional circumstances, at its discretion, PFRDA may solicit the applicant's consent for an extension of the validity period. The request and responses shall be made in writing.

4.11 Proposal Opening

- a) Total transparency will be observed while opening of proposals. Sealed envelopes of the proposals will be opened at the date and time as prescribed in clause 4.15 of this RFE in the presence of authorized representatives of the applicants' who wish to attend the event. The maximum number of authorized representatives for each applicant will not be more than two. The applicant's representative(s) shall sign a register evidencing their attendance. PFRDA reserves the right at all times to postpone or cancel a scheduled RFE opening. The venue for the opening of proposals is as mentioned under clause 4.3 of the RFE.

4.12 Evaluation of Proposal

- a) Proposals will be examined by an Evaluation cum Selection Committee constituted by PFRDA or its designated representative(s). PFRDA, or such other authority designated by PFRDA, as the case may be, is also referred to herein as the 'Committee'. The evaluation of proposals will be undertaken in two stages.
- b) The first stage of evaluation would involve the examination of the proposal of each applicant by the evaluation cum selection committee against the eligibility criteria set out under clause 2 of this RFE.
- c) Applicants who fulfil the eligibility criteria and have submitted all the required documents may be invited to make presentations to the Committee on their proposal at a date/time to be specified and conveyed by PFRDA and scores will be assigned by the Committee for their proposal.
- d) In the process of examination, evaluation and comparison of the proposal, PFRDA may, at its discretion, request applicant(s) for clarification on its proposal which the applicant will be obliged to furnish in writing failing which its proposal is not liable to be evaluated further. The applicant(s) are expected to respond/provide the information/clarifications within the stipulated time. Failure to provide the information may lead to the disqualification of the applicant.
- e) The Proposal, which includes a presentation, will be evaluated by the Committee on the basis of the following criteria.

SL	Criteria	Maximum Marks	Scoring Parameters	Score
1	Average Annual Turnover of the applicant from training activities in the last three financial years.	10	1 Cr to 3Cr - 5marks 3 Cr to 7 Cr – 7 marks Above 7 Cr – 10 marks	
2	The Number of years of experience from the date of assignments from clients as Training Institutes/Organizations as on the last date of submission of RFE.	10	5 to 7 years - 5 marks 7 to 9 years – 7 marks More than 9 years – 10 marks	
3	No. of training projects conducted during the last 5 years as on 31 st March 2023, (during 2018-19 to 2022-23) in the Government/PSU/Pvt sector in BFSI on financial products	15	5 to 7 projects: 5marks 8 to 10 projects: 10 marks More than 10 projects: 15 marks	
4	No. of training sessions conducted in the Government/PSU/Pvt sector in BFSI on financial products in the last 5 years as on 31 st March 2023 (FY 2018-19 to FY 2022-23)	15	1000-2500 sessions: 5 marks 2501-5000 sessions: 10 marks More than 5000 sessions:15 marks	
5	No. of participants trained in the last 5 years as on 31 st March 2023 (FY 2018-19 to FY 2022-2023)	15	80,000 to 90,000: 5 marks 90,001 to 1,00,000: 10 marks 1,00,001 and above: 15 marks	
6	Number of Trainers with desired qualifications and experience Minimum number required is 30. Desired Qualification: Graduate/postgraduate Minimum	10	30 to 40: 5 marks 40 to 50: 7 marks 51 and more: 10 marks	

SL	Criteria	Maximum Marks	Scoring Parameters	Score
	Experience of 2 years of providing training on financial products.			
7	Number of training projects conducted with a minimum of 30 participants in each session during the last 5 years (FY: 2018-19 to 2022-23)	15	5 to 7 projects: 5 marks 8 to 10 projects: 10 marks 11 and above: 15 marks	
8	Presentation of a roadmap for managing the training activities of PFRDA	10	Based on Presentation	
TOTAL		100		

- f) The Applicant(s) scoring 70 marks or more in the Proposal Evaluation (i.e. 70 out of 100), will only be ranked for final empanelment.

4.13 Evaluation Criteria and Ranking of Proposals for Empanelment

The proposal of only those applicants who have scored a minimum of 70 marks on the Proposal would be ranked in descending order of the marks obtained by each applicant i.e. Proposal securing the highest marks will be ranked 1st and the proposal with the lowest mark (above 70) will be ranked last.

4.14 Finalization and notification of award

Based on the rankings and requirement of training to stakeholders, the number of training agencies to be empanelment will be finalised by PFRDA and the top-ranked applicants will be offered empanelment as Training Agency to PFRDA. PFRDA reserves the right to call for resubmission of the proposal if in its opinion, the proposals received is not reasonable. The opinion of PFRDA shall be final in this regard. Evaluation will be based on the proposals submitted and any additional information requested by PFRDA. Prior to the expiry of the validity period, PFRDA shall notify the successful applicant in writing that its proposal has been accepted.

4.15 Key Activities and Dates

The key activities and dates for the purpose of this RFE are mentioned below:

SL	Key Activities	Date*
1.	Issuance of Request for Proposal (RFE)	16.06.2023
2.	Last date of receiving queries from applicants	30.06.2023
3.	Pre-Bid Meeting	04.07.2023
4.	Last date and time for submission of proposals	17.07.2023 – 15:00 hrs
5.	Technical Proposal opening	17.07.2023 – 15:30 hrs

6.	Presentation on Technical Proposal	31.07.2023
7.	Issuance of Letter of Empanelment	After approval of the competent authority

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

5. General Terms and Conditions

5.1 Empanelment Period

PFRDA may empanel the successful applicant(s) as Training Agency for a period of 03 years from the date of empanelment, which may be extended at the instance of PFRDA for another period of one year at its sole discretion on the same terms and conditions.

5.2 PFRDA's Right to Accept or Reject Any or All Proposals

PFRDA reserves the right to accept or reject any proposal, and to annul the RFE process and reject all proposals at any time prior to the award or signing of the contract, without being under any obligation to assign any reasons and without thereby incurring any financial or other liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for PFRDA's action.

5.3 Acceptance of the Proposal

Prior to the expiry of the validity period (unless extended), PFRDA will notify the successful applicant(s) in writing that its proposal has been accepted.

5.4 Failure to agree with the Terms & Conditions of the RFE

Failure of the successful applicant(s) to agree with the Terms & Conditions of the RFE and implement the assignments shall constitute sufficient grounds for termination of its empanelment as Training Agency and blacklisting by PFRDA.

5.5 Method of assigning training sessions to the empanelled Training Agency

- a) Based on the training requirements received from various stakeholders in different sectors (Govt/All Citizen/Corporate/APY/RA), area/location, nature of participants, size of batches, provision of venue, online/classroom training etc., the empanelled Training Agencies will be requested to submit their financial bids/quotes for conducting such proposed training within a stipulated time period as an when such requirement for training arises.

- b) The Training Agency quoting the lowest bid will be assigned the task/job of conducting/ implementing the required trainings.
- c) Before implementation of training, the Training Agency will be required to submit an unconditional and irrevocable Performance Guarantee (PG) in the form of a Performance Bank Guarantee or a Fixed Deposit Receipt pledged to PFRDA, from a scheduled commercial bank acceptable to PFRDA, payable on demand, for the due performance and fulfilment of the assignment by the Training Agency. The value of the Performance Bank Guarantee will be 10% of the total bid/assignment value. The Performance Guarantee should remain valid for a period of 120 days beyond the completion of the assignment.
- d) In the event of the Training Agency being unable to service the assignment for whatever reason, or breaches the terms and conditions of the assignment/RFE, PFRDA shall be entitled to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of PFRDA under the contract, the proceeds of the PBG shall be payable to PFRDA as compensation for the applicant's failure to perform/comply with its obligations under the contract. PFRDA shall notify the applicant in writing of the exercise of its right to receive such amount within 14 days, indicating the contractual obligation(s) for which the applicant is in default.
- e) Before invoking the PBG, the training Agency/Institute may be given an opportunity to represent before PFRDA. The decision of PFRDA on the representation given by the agency shall be final and binding.

5.6 Terms of Payment to the Training Agency

- a) Advance payment will **not** be considered.
- b) Payments will be made after completion of the training assigned and submission of the specified reports along with the bills/invoice.
- c) The Training Agency shall submit pre-receipted invoices in duplicate, complete in all respects, along with the desired reports within a period of 30 days from the completion of the assigned training.
- d) Goods and Services Tax shall be paid as applicable and as per actual.
- e) Payment will be made through electronic transfer of funds to the bank account of the Training Agency in Indian Rupees.

5.7 Rights over the Work Products/Deliverables & Confidentiality

- a) All proprietary information, correspondence and documentation and participants data etc. exchanged between PFRDA and Training Agency/Institute/Organization in relation to the services provided to PFRDA shall

be treated as confidential and privileged by the Parties and disclosed only to their respective officers, directors, employers, agents, representatives, professional advisors and members of Official Committee (if any, formed for the purpose) on a need-to-know basis. Besides the above, Confidential information disclosed orally shall only be considered confidential information if: (i) identified as confidential, proprietary, or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

- b) The Training Agency and its employees shall treat all confidential information provided to it or obtained otherwise in connection with the contract or its implementation, as confidential and not use the same partially or totally for any purpose other than for the purposes of the contract, without the prior written approval of PFRDA. Such information shall not be shared with any third party (other than the target recipient) or with any media, without prior approval of PFRDA nor shall be used to derive any financial or other benefit. Training Agency shall not be authorized to give information in any manner to any media or other parties, on the aspects involved in training and shall direct all queries to PFRDA.
- c) PFRDA may use the information, tools and deliverables provided by the Training Agency in connection with the project/assignment, in any appropriate manner as deemed fit, for its own purposes.
- d) Confidential Information shall not include information that -
 - (i) is, as of the time of its disclosure, part of the public domain;
 - (ii) is subsequently learned from a third party without a duty of confidentiality;
 - (iii) At the time of disclosure of such information, it can be proved to the satisfaction of PFRDA that such information was already in the possession of the receiving party; or
 - (iv) is required to be disclosed pursuant to a court order or government authority, whereupon the receiving party shall, at its earliest opportunity, provide written notice to the disclosing party prior to such disclosure and where feasible giving the other party a reasonable opportunity to secure an appropriate protective order.
- e) This obligation on the part of the Training Agency would survive, notwithstanding the determination of the empanelment, for a period of 3 years from the termination or expiry thereof

5.8 Governing Laws/ Jurisdiction Arbitration

Any matter relating to the empanelment of Training Agency or the procedure for the empanelment of the Training Agency shall be governed by the Laws of Union of India. The dispute relating to such empanelment 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.

Annexure I: Proposal Submission Letter Form

(on the letterhead of Applicant)

Date:

General Manager (Training),
Pension Fund Regulatory and Development Authority (PFRDA)
B-14/A, Chhatrapati Shivaji Bhawan,
Qutab Institutional Area, Katwaria Sarai,
New Delhi- 110016

Dear Sir,

Ref: Request for Empanelment (RFE) for Training Agency

Having examined the RFE documents, the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to provide the services as required and outlined in the RFE for empanelment of Training Agency by PFRDA. We meet the requirements and agree to provide such services as set out in the RFE documents. We attach hereto our response to the RFE 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 RFE or such adjusted plan as may subsequently be mutually agreed between us and PFRDA or its appointed representatives.

We agree to the unconditional acceptance of all the terms and conditions set out in the RFE 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 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 are empowered to sign this documents, which may be required in this connection.

We further understand that the training sessions will be assigned to us on the basis of our financial quotes if found favourable/lowest amongst the bidders, as and when the requirement of training arises.

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

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 _____ 2023.

Authorized Signature [In full and initials]

(in the capacity of)

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

Annexure II: No Deviation Certificate

To

Date:

General Manager (Training),
Pension Fund Regulatory and Development Authority (PFRDA)
B-14/A, Chhatrapati Shivaji Bhawan,
Qutab Institutional Area, Katwaria Sarai,
New Delhi- 110016

Dear Sir,

We understand that any deviation/exception in any form in our application against the RFE dated may result in the rejection of our proposal. I/We, therefore, certify that we do not have any exception/deviation of the RFE clauses anywhere in the proposal and we agree that if any deviation is mentioned or noticed, our proposal 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 applicant duly signed and stamped with date by a person competent and having authorized power to bind the applicant.

Annexure III: Pre-Bid Query Format

SI	Section & Page No.	Clause Requiring Clarification	Clarification Requested/Sought

Annexure IV: Format of Proposal**FORMAT FOR SUBMISSION OF PROPOSAL***(Proposal must be indexed and each page numbered)***A. General Information**

<u>Sl.</u>	<u>Particulars</u>	<u>Details</u>	<u>Name of Supporting Document Submitted</u>	<u>Page no. of document</u>
1.	Name of Training Agency			
2.	Full Address			
3.	Contact Details (Tel. No./ Fax/E-mail)			
4.	Date of Establishment of Entity (Incorporation/Deed/License)			
5.	Organization Type (Details & enclose Certificate)			
6.	No. of Branches (Enclose details with address proof & Telephone No.)			
7.	GST Registration Details in the relevant area of work			
8.	PAN			

B. Eligibility Criteria

<u>Sl.</u>	<u>Particulars</u> (Enclose evidence)	<u>Details</u>	<u>Name of Supporting Document Submitted</u>	<u>Page no. of document</u>
1.	Number of years of experience			
2.	Number of years of experience in training activity in the financial sector/BSFI			
3.	Tangible net worth for the last 05 FY (2018-19 to 2022-23) supported by ITR and CA Certificate			
4.	Annual Turnover of the organization attributable to training activity for the last 03 FY.			
6.	Manpower resources of the organization in the area of Training with details of experience and qualification			
7.	CV of the proposed Project Coordinator to be deployed			

<u>Sl.</u>	<u>Particulars</u> (Enclose evidence)	<u>Details</u>	<u>Name of Supporting Document Submitted</u>	<u>Page no. of document</u>
8	Details of own training venues across the location			
8.	Details of Office in NCR			
9.	List of clients and projects handled for Govt/PSU/Pvt in BFSI during the last 05 FY			
10.	No. of training sessions conducted for Govt/PSU/Pvt in BFSI during the last 05 FY			
11.	List of present clients (enclose details)			
12.	Details of training projects during the last 05 FY (2018-19 to 2022-23) with a batch size of a minimum of 30 participants in each session			
13.	Details of training projects during the last 03 FY (2020-21 to 2022-23) and no. of participants trained			
14.	Any other relevant information			

Annexure V- Details of Financial Strength, Experience, Manpower, Venue**Financial Strength**

Financial Year	Tangible Net worth (in Rs Cr)	Annual Turnover from training activities (In Rs Cr)	Type of supporting document attached

Experience Details

Sl	Name of the Client	Contact person name	telephone no & address	Date/period of Implementation	Total No. of training Session completed	Total No of participants trained	Average no of participant per batch	Order value (in Rs Cr)	Type of supporting document attached

Details of Manpower

Sl.	Name of the Trainer	Address of Trainer	Phone no	Email ID	Associated since	Educational Qualification	Special Training (if any)	Experience in Training (in years)

Sl.	Name of the Project Coordinator	Address of the project coordinator	Phone no	Email ID	Associated since	Educational Qualification	Special Training (if any)	Experience in such field (in years)

List of Training Centres (own venues)

S l.	Name of the Institute/training centre	Address	Phone no & email Id of the contact person	no of seats	Area of the training centres	Whether Rented or owned premises

Annexure VI: Declaration cum Certificate

(On letterhead of the Training Agency duly stamped and signed)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that our organization/entity has not been backlisted by any Central Government/Central Autonomous Bodies/State Government/State Autonomous Bodies/Public Sector Undertakings/Banks/IBA/any other Corporates/any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against the Company/Agency that may have an impact affecting or compromising the delivery of services required.

Date:

(AUTHORISED SIGNATORY)
NAME:
DESIGNATION:

