

**INDIAN INSTITUTE OF CORPORATE AFFAIRS (IICA)**  
**(Ministry of Corporate Affairs)**

**File No:**

**Invitation for Expression of Interest (EoI) from  
Organisations/Individuals to Create CSR Project Management Tools  
and a Database of CSR Project Management Service Providers**

<b>Date Of Invitation of EoI</b>	<b>9<sup>th</sup> Dec 2014</b>
<b>Last Date &amp; Time Of Receipt of EoI</b>	<b>5 pm on 23<sup>rd</sup> Dec 2014</b>
<b>Time &amp; Date Of Opening of EoI</b>	<b>12 noon on 26<sup>th</sup> Dec 2014</b>
<b>Place Of Opening Of Bid</b>	<b>IICA, Plot No. P-6,7&amp;8, Sector-5, IMT, Manesar-122050, Haryana, India</b>
<b>Address For Communication</b>	<b>Ms. Chetna Kaura Indian Institute of Corporate Affairs(IICA), Plot No. P-6,7&amp;8, Sector-5, IMT, Manesar -122050, Haryana, India</b>

**NOTE: This assignment will involve regular meetings at the NFCSR  
offices in Manesar.**

## **1. BACKGROUND:**

With the passage of the Companies' Act 2013 and its very clear CSR mandate, it has become necessary for the corporate sector to understand the development sector and also for the NGOs or implementing organisations to understand the nuances of the Section 135 of the Company's Act 2013. This has generated an ideal opportunity for IICA - mandated to act as a think tank for the Ministry of Corporate Affairs on Corporate Social Responsibility and other relevant matters – to carry out its vision of partnering in Knowledge, Governance and Transformation.

The large mass of companies that fall within the ambit of Section 135 will, in all likelihood, be taking up CSR in an organized fashion for the first time, implying the need for significant guidance for selection of programmes that suit and best fit their CSR commitments, address a need in the community and will have a positive impact. Companies already engaged actively in CSR as well as those new to the field, would need extensive professional assistance on CSR from experts in the domain. Information must be available in the form of a database of companies coming under ambit of Section 135 for CSR, implementing organisations, CSR policies, actual CSR expenditure, good practices on CSR, consulting firms, research organisations and frequently asked questions (FAQs). Implementing agencies such as NGOs, CSOs, VOs, Foundations, Trusts or Section 8 Companies must understand the CSR landscape in India. The contours of a redefined relationship between companies and information available to them on the people they represent and serve, the partners they work with and the projects they embark upon in the process need to be shaped and carved. A partnership that is based on factors as diverse as historical records, thematic priorities, geographic preferences, resource utilization, management information systems, financial management and convergence

of economic benefits with social returns in the long run, requires deep understanding of each others' vision and values.

Keeping the above in mind and fulfilling the IICA mandate for the National Foundation for CSR (NFCSR) to be the CSR enabler, it has been decided to formulate guidelines/ templates for CSR Project Management Tools such as Baseline Survey, Documentation, Monitoring, Evaluation and also to create a database of CSR Project Management Service Providers.

### **Baseline Survey**

While some of the larger companies have a long history of undertaking CSR initiatives, these would represent a very small share of the 16,000 companies that will need to comply with the mandatory CSR provisions in the Companies Act 2013. Even among companies that have a reasonable footprint in CSR, there may be many where CSR efforts have not been strategic or have had mixed success in terms of impact and sustainability. The large mass of companies will be, in all likelihood, taking up CSR in an organized fashion for the first time, implying the need for significant guidance for selection of programmes that suit and best fit their CSR commitments, address a need in the community and will have a positive impact. An important tool which can help companies in this endeavour is the undertaking of a baseline survey.

### **Documentation**

Documentation of CSR projects and programmes can provide many benefits to stakeholders related to CSR decision making at several levels which includes policy making at the national level, designing of CSR strategies at the organisational level and improving implementation models at the CSR

project level. Benefits can be seen as accruing to companies, implementers, documenters and to the value of the project and programme itself.

Through good documentation companies can ensure that a meticulous record, photographic and written, is maintained of the unfolding of their CSR project. As such documentation assists companies to monitor a CSR project, assess its impact and present records to auditors. Moreover, the company can increase the worth and merit of the project by engaging an objective third party documenter.

Documentation helps the project implementers keep a track of the project, constantly review it, effect mid-course corrections if need be and learn lessons. In fact for the implementers good documentation can be an effective tool in their fund raising kit and help them replicate their projects with various companies.

## **Monitoring**

Under Section 135 (3) (c) of the Companies Act 2013, the Corporate Social Responsibility Committee of the Board has to monitor the CSR Policy of the company from time to time which is constituted of the projects/programmes it intends to take up annually.

Monitoring of a project consists of those processes performed to observe project execution so that potential problems can be identified in a timely manner and corrective action can be taken, when necessary, to control the execution of the project. The key benefit is that project performance is observed and measured regularly to identify variances from the project management plan.

## **Evaluation**

An important prerequisite for the national agenda of accelerated social development through CSR as envisioned in the Companies Act 2013 is to help companies evaluate the effectiveness of their CSR projects and programmes and associated impact on communities and the environment. Concurrent and final evaluation, specially undertaken by a third party can help companies present credible, objective data and information to all the internal and external stakeholders. It also helps the social and environmental return on investment (SEROI) for CSR investment to be calculated for the company. At the macro level the collation and analysis of the evaluation reports could give an indication of the contribution of the corporate sector towards the national developmental agenda.

### **2. GENERAL CONDITIONS:**

The IICA invites "Expression of Interest (EOI) in a Two Bid System" from interested govt. or private organisations, individuals, partners of IICA including, partners selected through Expression of Interest (EOI) process, partners with whom IICA has an existing Memorandum of Understanding (MoU), NGOs registered under Society registration act 1860, Section 25 or Section 8 Companies established under Companies Act, 1956 or 2013 etc.

### **3. SCOPE OF ASSIGNMENT**

#### **A. CSR Project Management Tools (Baseline Survey, Documentation, Monitoring and Evaluation)**

Phase 1. Review of existing guidelines /templates for each of the above four thematic areas

Phase 2. Draft IICA guidelines/ templates for each of the four thematic areas

Phase 3. Conduct a consultation with stakeholders on the drafted guidelines/templates

Phase 4. Finalisation of guidelines and templates

## **B. Database of Project Management Service Providers for Baseline Survey, Documentation, Monitoring and Evaluation**

Phase 1. Review of existing databases

Phase 2. Decide selection criteria for inclusion of service providers in the data base

Phase 3. Collate database

## **4. ELIGIBILITY CRITERIA:**

- a) The organisation/individual should have minimum three years' experience in the field of CSR Project Management
- b) The organisation/individual should have an annual turnover of Rs. 10,00,000 in each year for the last two years
- c) The organisation/individual should be able to submit copies of work orders for at least three institutions where its job orders have been satisfactorily completed
- d) The organisation should be able to submit a list of personnel with brief profiles who will be engaged in this work
- e) The organisation/individual should be registered with the service tax department, copy of certificate to be submitted along with the bid
- f) The organisation/individual should be able to give an undertaking that they have not been black-listed by any Government department and no criminal case/ complaint is pending against them anywhere in India, copy of the undertaking may be attached with the bid.

## **5. SECURITY DEPOSIT:**

The successful bidder will be required to deposit a Security Deposit for a sum of Rs.30,000/- (Thirty Thousand only) within 15 days of the receipt of the formal order for award of agreement. The security will be furnished in the form of the Accounts Payee Demand Draft or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Agency, but hypothecated to the Indian Institute of Corporate Affairs. The security should remain valid for a period of 120 days beyond the validity of the agreement. The deposit will be adjusted against any loss caused to IICA due to theft/ negligence/ deficiency in services/non-performance as per agreed standards on the part of services to be rendered. The Security Deposit instrument will be returned to the successful bidder(without interest) minus deductions, if any, after the project period is over.

At any time prior to the date of submission of bid, the authority inviting EOI may, for any reason, at its own initiative or in response to a clarification from a prospective bidder in writing, modify the EOI Document by an amendment. All prospective bidders will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, the authority inviting EOI may at its discretion, extend date and time of submission of bids.

EOI envelopes shall be opened on the specified date and time. The bid and correspondence and documents shall be in the English language. The EOI document is not transferable. The EoI documents shall be signed by the organisation/individual on all the pages with an official seal, if applicable. Interested eligible organisations/individuals, if they so desire, may obtain further information from the web site [www.iica.in](http://www.iica.in) or from the office of:

***Ms. Chetna Kaura***

**Chief Programme Executive, NFCSR.  
Room No. 216,  
Indian Institute of Corporate Affairs (IICA),  
Ministry of Corporate Affairs  
P-6, 7& 8, Sector-5, IMT,  
Manesar-122050, Haryana, India  
Email: chetnakaura.iica@hotmail.com**

**6. VALIDITY PERIOD:**

The EOI documents shall remain valid for 120 (One Hundred & Twenty) days, commencing on the submission deadline date also indicated in the EOI. A document valid for a shorter period shall be immediately rejected by IICA and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the EOI document validity period, IICA may request the interested parties to extend the period of validity of their documents (but without the modification in the EOI document). The request and the responses shall be made in writing, and shall be considered integral to the EOI document.

**7. DOCUMENTS REQUIRED:**

**The following documents are required to be submitted mandatorily by the organisations/individuals to the IICA at the time of submitting the Application Form:**

- I. Technical and financial proposal for creating CSR Project Management Tools and a Database of CSR Project Management Service Providers which should include the detailed process, activities and timelines for undertaking the assignment
- II. Registration Certificate along with details of the organization (including name,

complete address, phone no, contact person's details, email ID, brief description of the company, etc.)

- III. Full details of the individual (including name, complete address, phone no, contact person's details, email ID, curriculum vitae, etc.)
- IV. Audited Accounts of last three years in case of organisations
- V. Acknowledgement of Income Tax Return along with IT Return filed during last three years
- VI. Copy of Pan Card
- VII. Annual Reports / Work Profile of last 3 years, indicating client base etc.
- VIII. Copies of the award letters as proof of execution of projects of a similar nature in the last three years
- IX. Copy of certificate of registration with the Service Tax Department
- X. Undertaking that organisations/individual have not been black-listed by any government department and no criminal case/complaint is pending against them anywhere in India.

#### **TECHNICAL BID: ENVELOPE - A**

The "Envelope A" should contain the documents relating to:

- Eligibility Criteria (mentioned in Section 4),
- Other documents (mentioned in Section 7)
- Application form as attached in the Annexure

These should be put in a separate sealed envelope and marked with the organisations/individuals name and "**Technical Bid: Expression of Interest (EoI) from Organisations/Individuals for Creating CSR Project Management Tools and a Database of CSR Project Management Service Providers.**"

#### **FINANCIAL BID: ENVELOPE - B**

Financial proposal should be submitted as per format mentioned in the Annexure attached in a separate sealed envelope marked with the organisations/individuals name and "**Financial Bid: Expression of Interest (EoI) from Organisations/Individuals for Creating CSR Project Management Tools and a Database of CSR Project Management Service Providers**".

"Technical Bid: Envelope- A" and "Financial Bid: Envelope- B" should be put in two separate sealed envelopes and they should be put in a bigger sealed "Envelope- C". On this please write prominently **Expression of Interest (EoI) from Organisations/Individuals for Creating CSR Project Management Tools and a Database of CSR Project Management Service Providers** and deliver it to the following address latest by **5 pm on 23<sup>rd</sup> December 2014**.

**Ms. Chetna Kaura,**  
**Chief Programme Executive, NFCSR**  
**Indian Institute of Corporate Affairs (IICA),**  
**Ministry of Corporate Affairs**  
**P-6,7& 8, Sector-5, IMT,**  
**Manesar-122050, Haryana, India**  
**PH: 0124-2640076**

**Note:** *Those organisations who had interacted earlier with IICA through Expression of Interests, Memorandum of Understanding or through bids, partnership etc. are required to apply afresh again following this process. EOI submitted by organisations that do not fulfil the eligibility criteria will be rejected.*

**8. DURATION OF ENGAGEMENT and PAYMENT SCHEDULE:**

The engagement/ contract duration will be for a period of two months and the payment will be done in two instalments of 50% each at the beginning of the contract and at the satisfactory completion of the assignment.

**9. INTELLECTUAL PROPERTY RIGHTS:**

All the templates/guidelines/databases developed under this partnership, will be the intellectual property of IICA and the partner will have no right or claim over it.

**10. JURISDICTION & RESOLUTION OF DISPUTES:**

This Partnership will be governed by the laws of INDIA and the jurisdiction is exclusively of New Delhi courts. The parties agree that, before initiating any litigation, they will attempt to resolve their dispute through arbitration. All efforts would be made to resolve the disputes, if any, through the discussions within the joint committee consisting of two members of each organization and IICA, formed to review the progress of work, targets etc. If the issue is not resolved through discussions, then efforts shall be made to resolve it through arbitration. For the purpose of arbitration, DG & CEO, IICA will appoint an Arbitrator, whose decision should be final and binding to all parties.

**11. CONFIDENTIALITY:**

Any information that involves the Partnership, directly or indirectly, shall be considered Confidential. No Partner may share this Confidential Information

with any third party without the written consent of IICA.

## **12. FORCE MAJEURE:**

"Event of Force Majeure" means an event beyond the control of the IICA and the Partner(s), which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous;
- Properties of any explosive nuclear assembly or nuclear component of such assembly;
- Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or acts or threats of terrorism;
- If the Govt. of India or state government stalls, cancels or modify the act of Parliament concerning implementation of any sections related to CSR, which will render implementation of the Section 135 of the Companies Act, 2013 non-operational.

## **13. CONSEQUENCES OF FORCE MAJEURE EVENT:**

Neither the IICA nor the Partner(s) shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to IICA of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

If and to the extent that the partner(s) is prevented from executing the Services by the Event of Force Majeure, whilst the Partner(s) is so prevented the Partner(s) shall be relieved of its obligations to provide the Services but shall endeavour to continue to perform its obligations under the agreement so far as reasonably practicable [and in accordance with Good Operating Practices], [PROVIDED that if and to the extent that the Operator incurs additional Cost in so doing, the Operator shall be entitled to the amount of such Cost [COST BEING DEFINED AS HAVING NO PROFIT COMPONENT] (the partner(s) having taken reasonable steps to mitigate the Cost)].

If and to the extent that the partner(s) suffers a delay during the operations Period as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion.

If an Event of Force Majeure results in a loss or damage to the Facility, then partner shall rectify such loss or damage to the extent required by the IICA, provided that any Cost of rectification (less any insurance proceeds received by the IICA for the loss or damage) is borne by the IICA (the Partner(s) having taken reasonable steps to mitigate the Cost). The agreement Period shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.]

Optional Termination, Payment and Release Irrespective of any extension of time, if an Event of Force Majeure occurs and its effect continues for a period of [180] days, either the IICA or the Partner may give to the other a notice of termination, which shall take effect [28] days after the giving of the notice. If, at the end of the [28]-day period, the effect of the Force Majeure continues, the agreement shall terminate.

#### **14. CONFLICT OF INTEREST:**

IICA requires that the partner organization should provide professional, objective, and impartial advice and at all times hold the institute's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

#### **15. RIGHT TO ACCEPT PROPOSAL:**

IICA reserves the right to accept or reject any Proposal, and to annul the agreement process and reject all Proposals at any time prior to award of work, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision.

#### **16. FRAUD AND CORRUPTION:**

The IICA requires that the organisations selected through this EOI process must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, the IICA:

a) Defines, for the purposes of this provision, the terms set forth as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Institution or any personnel of Consultant(s) in contract executions.
- (ii) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the IICA, and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-

competitive levels and to deprive the IICA of the benefits of free and open competition;

- (iii) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the Institution.
- (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

b) Will reject a proposal for award, if it determines that the Respondent recommended for award, has been determined by the IICA to having been engaged in corrupt, fraudulent or unfair trade practices.

c) Will declare the partner organization ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the partner organization has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the agreement.

## **17. PENALTY:**

The partner organization will be penalized against any loss caused to IICA due to theft/ negligence/ deficiency in services/non-performance as per agreed standards on the part of services to be offered for Creating CSR Management Tools and a Database of CSR Project Management by the organization or on account of non-fulfilment of any obligations on the part of the organization including fraud, corruption, collusion, unethical practices, and obstruction.

The extent of Penalty in Rupee terms will be decided by DG & CEO, IICA, whose verdict will be final and binding to all.

## **ANNEXURE**

### **Application Form for Organisations/Individuals for Creating CSR Project Management Tools and a Database of CSR Project Management Service Providers**

(This should be included with all other documents detailed above)

Name of the Organisation/Individual	
Established (year)	
Registration Details (Act & reg. number etc.)	
Date of Registration	
Type of Organisation	
PAN Number	

Contact Information:

Registered Address	
Phone Numbers	
Fax	
E-mail	
Website	
Office Address	
Phone Numbers	

Performa for submitting Financial Bid (attach detailed budget as well)

**A. CSR Project Management Tools**

S.No.	Thematic Area	Rates	Taxes	Remarks
1.	BASELINE SURVEY			
2.	DOCUMENTATION			
3.	MONITORING			
4.	EVALUATION			

**B. Database of CSR Project Management Service Providers**

S.No.	Thematic Area	Rates	Taxes	Remarks
1.	BASELINE SURVEY			
2.	DOCUMENTATION			
3.	MONITORING			
4.	EVALUATION			