

Haryana Institute of Public
Administration Gurugram, Haryana

TENDER DOCUMENT

Sub: **Outreach, digital amplification, and community engagement consultancy**

1. Haryana Institute of Public Administration (HIPA) invites bids for online open tender, from reputed and experienced agencies to provide advisory for content creation, outreach, and amplification of the department's online presence, under TWO BIDS SYSTEM.
2. Detailed terms and conditions, procedure for submission of bids and other instructions are given in Annexure-I.
3. Format for Technical Bid is given in Annexure A and the format for Financial Bid in Annexure B.
4. Interested agencies are requested to submit the Technical Bid and Financial Bid separately on the Portal etenders.hry.nic.in vide tender number titled "Providing advisory for content creation, outreach and amplification of the department's online presence"
5. Tenders received in physical form or after the closing date and time, shall not be entertained.

Rekha
Assistant Director (Admin.)

Brief Details of the Tender are given below:

1)	Eligibility Criteria	As per para 3 of the tender document
2)	Estimated Value	
3)	Validity of the Contract	2 Years from the date of issue of work order.
4)	Availability of the RFP document	(a) Name of portal: https://etenders.hry.nic.in (b) Website of HIPA is hipaco.in (for reference only)
5)	Mode of submission	Online only
6)	Bid system	Two bid system (Technical and Financial bids)
7)	EMD	Bid Security Declaration to be submitted in the prescribed format in lieu of EMD
8)	Performance Security	3% of the total contract value
9)	Validity of bids	30 days from the date of submission of the bids
10)	Cost of the RFP	Nil

Critical Date Sheet

Sl. No.	Event	Date or Place
i.	Date of uploading of tender on etenders.hry.nic.in Procurement Portal	29.03.2022
ii.	Document Download Start Date	29.03.2022
iii.	Bid Submission Start Date	30.03.2022 at 1100 hrs
iv.	Bid Submission End Date	15.03.2022 at 1500 hrs
v.	Opening of Tender	To be intimated later
vi.	Presentations by Eligible Bidders	To be intimated later to pre-qualified bidders.
vii.	Opening of Financial Bids of Technically Qualifying Bidders	To be opened later, date of which will be communicated to "technically qualified Bidders".

TENDER DOCUMENT

Sub: Digital advisory, content advisory, outreach and amplification consultancy

ANNEXURE-I

DETAILED TERMS AND CONDITIONS, PROCEDURE FOR SUBMISSION OF BIDS AND OTHER INSTRUCTIONS

1. Scope of Work

To formulate the digital strategy and to develop products & services for supporting communication campaign, services of a social media agency are required. This will involve tasks as mentioned under but will not be limited to these only.

Strategy Design:

- Target Audience Segmentation: Elaborating the target audience and create segmentation (Demographic, psychographic, behavioral and geographic)
- Overall Strategy: Devise a digital strategy for HIPA which encompasses target audience, platform, creative, content, publishing, benchmarking, media buy, engagement, monitoring and evaluation.
- Platform Strategy: Recommend the relevant platforms where HIPA should have presence on and create strategy for the platform to build and engage the audience.
- Engagement Strategy: Create engagement strategy and posts in the form of quizzes, contests, Q&A etc. to engage in a two-way conversation with the audience.
- Sustainability Plan: Create and submit the sustainability plan for HIPA's social media platforms to ensure the frequency, vibrancy and engagement, post project completion.
- Capacity Building: Handhold functionaries and building their capacities in social media management (publishing, engagement, monitoring, measurement, and analysis) of their respective handles.

Implementation:

- Social Media Calendar: Create advance monthly content calendar with dates of dissemination and get it approved from HIPA
- Campaigns: Creative new tactical campaigns and adaptation of strategic campaigns to social media and their effective implementation.
- Content: Create catchy and thought-provoking content with support from

HIPA. Bring freshness to the already available content w.r.t. different target audience. Tap into ongoing viral events, provide recommendations, and create content around such events (moment marketing) as well as other relevant topics.

- Creative: Develop compelling creatives in different innovative formats (Animated Text Videos, Interactive posts etc.) with relevant imagery that would resonate with the target audience. This includes posters, cover page, banners, ads, infographics, gifs etc.
- Collaborations/Integrations: Analyze and explore various integration and collaboration opportunities with organizations working in similar domain
- Media Buying: Create digital media mix and recommend relevant platform for media buying to HIPA.
- Performance: Boost the organically best performing posts to the desired audience to increase the reach, engagement and virality of the content.
- Live Sessions: Facilitate the Live sessions on Facebook, twitter, YouTube and Instagram for various events and important occasions.
- Language Translation: Creatives will have to be developed in Hindi & English and then translated in other regional languages (if required).

Monitoring, Analytics & Reporting:

- Online Reputation Management (ORM): Provide templated response for queries, feedback, complaint, and appreciations.
- Monitoring: Monitor the campaign on pre-defined Key Performance Indicators and Metrics and continuously tweak them to achieve the desired results.
- Analytics: Analyse the social media data and present insights in the monthly report.
- Reporting: Submit monthly report on the digital health of HIPA's presence and provide recommendations to improve it further.

S. No	Deliverables	Number of Products
1	Need- Gap Analysis of HIPA's official social media platforms with Insights and Recommendations	4 Platforms (Facebook, Twitter, YouTube and LinkedIn)
2	Day-to-day management of HIPA's official social media platforms (Publishing and Monitoring)	4 Platforms (Facebook, Twitter, YouTube and LinkedIn)
3	Elaborating and creating persona for the target audience as well as creating segmentation	1 Document

4	Creation of overall digital strategy for HIPA including platform, engagement, media mix, content and creative	1 Document
5	Writing a blog on the relevant topic	1 Per Month
6	Provide templated response for queries, feedback, complaint, and appreciations	1 Document
7	Ideation, creation and execution of tactical campaigns for social media	50 creatives/month that includes posters, gifs, info graphics, tweets, stories etc.
10	Creation of Monthly Social Media Calendar	1 Per Month
11	Audience creation and nurturing on social media channels	Always On
12	Media buying, execution and monitoring	Always On
13	Suggestion of Collaborations/Integration Opportunities and its end-to-end execution	1 Per Month
14	Capacity Building of individual functionaries/ members of HIPA	1 Training per Quarter

2. Time frame

- 2.1. The Consultancy Agency/Firm will be engaged for a period of 2 years from the date of awarding the assignment. The start date shall be from the date of award of the contract to the Consultancy Agency/Firm.

3. Eligibility Conditions

- 3.1 The Consultancy Agency/Firm should be a registered legal entity with at least three years standing.
- 3.2 Consultancy Agency/Firm with experience of providing digital content strategy, content strategy, website development, designing online and offline amplification and outreach campaigns.
- 3.3 Consultancy Agency/Firm should have a minimum annual turnover of Rs.30 lakhs in any of the last three years. In case of a Startup, the Consultancy Agency/Firm should have a valuation of more than Rs. 10 crores. To be treated as a startup, Consultancy Agency/Firm must have the required startup from Department of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India
- 3.4 Consultancy Agency/Firm with prior experience in the following will be given preference
- 3.4.1 working with government department, public sector enterprise

- 3.4.2 has an all-India footprint/network to amplify message and communication
- 3.4.3 conceptualized large outreach projects for a government department
- 3.4.4 and worked with international organizations to help build credibility of the client, will be given preference.
- 3.4.5 Deep understanding of Digital and Social Media platforms that can be leveraged for Reputation building
- 3.4.6 Experience at the cusp of Technology, Communication and Media
- 3.5 Consultancy Agency/Firm having experience and expertise of executing considerable volume of creative assignments and those who worked on reputation building of organizations and individuals will be given preference.
- 3.6 Consultancy Agency/Firm must have GSTIN/PAN Number

4. Documents required to be submitted along with the bid

The Consultancy Agency/Firm bidding for the above shall furnish the following copies of documents along with the bid:

- 4.1 Self-certified list of type of work done in the past 3 years. HIPA may ask for more details about the projects undertaken if necessary.
- 4.2 Valid GSTIN number.
- 4.3 Audited balance sheet copy of last 2 years, duly certified by a CA/CS 'or' In case of a startup, valuation certificate from a certified valuer
- 4.4 No EMD shall have to be paid, only a Bid Security Declaration needs to be submitted in the prescribed format at Annexure C.
- 4.5 The Bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall accompany the bid.
- 4.7 All documents/information required for Technical Bid shall be enclosed as per Annexure-B.
- 4.8 Financial Bid of the Consultancy Agency/Firm as per Annexure-C. Failure to furnish the information and documents required as per Bid Documents may result in rejection of the Bid. "if a firm quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered".
- 4.9 Biodata of the lead Consultant for the project
- 4.10 Cost of Bid Preparation and Submission: The bidder shall bear all costs associated with the preparation and submission of its Bid. HIPA shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

5. Procedure for submission of Bids:

- 5.1 The Technical Bid and Financial Bid files should be labelled separately. It may be noted that prices must not be indicated in the Technical Bid and must only be indicated in the Financial Bid. Any deviation shall lead to disqualification.

6. Bid Prices:

- 6.1 The Bidder shall indicate in the proforma prescribed at Annexure-C the detailed and the total Financial Bid Price in lumpsum excluding GST, in Indian Rupees (INR). Prices quoted must be firm and fixed and shall not be subject to any upward modifications.
- 6.2 The Bidder shall prepare the bid based on details provided in the Tender documents. The Bidder shall carry out all the tasks in accordance with the requirement of the Tender documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender documents.
- 6.3 Rate should be quoted in English figures and words: the latter prevailing in case of any discrepancy.
- 6.4 The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with a price variation clause will therefore be treated as nonresponsive and rejected.

7. Submission of Bid

- 7.1 The bids should be submitted online on the etenders.hry.nic.in portal
- 7.2 Any bid received in the physical form shall be rejected and returned to the bidder unopened.

8. Tender Opening

- 8.1 The bids shall be opened in the presence of the bidder or their authorized representatives, who wish to be present at the time of opening of bids on the due date, at their own cost. In case the date fixed for the opening of the bids is declared as holiday by the Government of Haryana, the revised schedule will be notified.

9. Terms and conditions:

- 9.1 The bidder must have prior experience of carrying out the work relevant to the task in Government organizations (see details of eligibility conditions).
- 9.2 The bidders must submit a Bid Security Declaration in the prescribed format at Annexure C
- 9.3 The bidders are advised to ensure their capacity & capability before bidding as the task must be completed in a time bound manner under the direction of HIPA. Only those bidders who are willing and are in a position to comply with these terms and conditions need to submit the tenders.
- 9.4 HIPA reserves the right to reject any tender without assigning any reason. If any successful bidder fails to fulfill his obligation under this tender,

Consultancy Agency/Firm may be blacklisted.

- 9.5 The cut-off dates of delivery at each stage are crucial. Failure to deliver within this deadline would amount to non-performance and action shall be taken

to blacklist the entity in accordance with prescribed Rules.

- 9.6 Validity and Period of the Contract

Two years from the date of issue of work order. And bidder must ensure completion of all contractual obligations as per the Terms of Reference of this tender.

- 9.8 Execution of Contract Document

The successful bidder after deposit of performance security, is required to execute an Agreement which should be signed within 7 days from the date of issue of Letter of Acceptance of the Bid by HIPA

- 9.9 Other terms and conditions

- 9.9.1 Amendment

At any time before the submission of bids, the HIPA may amend the Tender document by issuing an addendum or corrigendum in writing or by announcing it through etenders.hry.nic.in portal and website hipaco.in. The addendum or corrigendum shall be binding on all the bidders. To allow the bidder reasonable time in which to take an amendment into account in their bids, HIPA may, if the amendment is substantial, extend the deadline for the submission of bid.

- 9.9.2 Conflict of Interest

During Bidding Process

- i. A participant in this Tender Process shall be considered to have a conflict of interest with one or more participants in this Tender Process, if:
- (a) They have controlling partner (s) in common; or
 - (b) They receive or have received any direct or indirect subsidy or financial stake from any of them; or
 - (c) They have the same legal representative or agent for purposes of this Bid; or
 - (d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder; or
 - (e) they participate in more than one Bid in this tender process. Participation in any capacity by a bidder (including participation of a bidder as sub-contractor in another bid or vice-versa) in more than one Bid shall result in the disqualification of all bids in which the parties are involved. However, this does not limit the participation of a firm as a sub-contractor in more than one bid, if subcontracting is specifically allowed in the tender document: or
 - (f) a bidder or any of its affiliates was associated as a Consultancy Agency/Firm or in any other capacity in the preparation of the Detailed

Project Report or feasibility report or Terms of Reference (ToR) or Schedule of Requirements of the Service Assignment that is the subject of the Bid;

- (g) In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership or management, only one unit should quote. Similar restrictions shall apply to closely related sister companies.
- (h) Bidder's sister or Associated or Allied concern(s) participating or applying against the same tender, shall lead to disqualification of bidders. Sister or Associated or Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director or Partner or Member or Owner.
- iii. Bidders must proactively declare in their bids such sister or allied or associated companies and holding or common business ownership or management in same or similar line of business or any other situations as mentioned above.

During Contract Execution

- i. The Contractor shall hold HIPA's interest's paramount at all times, strictly avoid conflicts with other assignment or jobs or their own corporate interest and act without any consideration for future work.
- ii. The contractor has an obligation to disclose to HIPA any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of HIPA. Failure to disclose such situations may lead to the disqualification of the contractor or termination of his contract during execution of the assignment
- iv. Without limitation on the generality of the foregoing, Contractor, and any of their affiliates, shall be considered to have a conflict of interest and shall not be appointed, under any of the circumstances set forth below:
 - (a) A Contractor including its affiliates shall not be hired for any assignment or job that, by nature, may be in conflict with another assignment or job of the Contractor to be executed for the same or for another Employer.
 - (b) A Contractor that has a business or family relationship with a member of the HIPA staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to HIPA throughout the selection process and the execution of the Contract. Contractor have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of HIPA, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Contractor fails to disclose said situations and if HIPA comes to know about any such situation at any time, it may lead to the disqualification of the Contractor during bidding process or the termination of its contract during execution of the assignment.

9.9.4 PAYMENT TERMS

- i. The total cost of the Services payable is set forth as per the bidder's financial bid accepted by HIPA. Payments under this contract shall not

exceed the amount specified in Financial Bid plus GST applicable. Payments, if any, shall be made subject to deductions of TDS (under Income Tax and Goods & Services Tax) and such other taxes as may be applicable from time to time.

- ii. The total lump sum price including GST quoted of financial bid shall be taken as contract value and all payments to contractor shall be made accordingly.
- iii. Payment to successful bidder shall be released as per the below milestones:

Sr. No.	Milestones	Payment
1	Mobilization advance at the time of issuance of work order	10 %
2	Balance payment to divided in equal monthly fee	90%
3	Online promotion budget for social media amplification	An estimated monthly budget to be drawn and paid in advance.

- iv. The final payment shall be made on production of the:
 - (a) Tax Invoice
 - (b) Submission of monthly work report
- v. HIPA will not entertain any request regarding any sort of payment from anyone other than the contractor. The Consultancy Agency/Firm shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by HIPA in any litigation initiated by any third party.
- vi. The time schedule will have to be strictly adhered to for commencement and completion of the project. Any delay will not be accepted, and penalties will be levied at the rate specified in the contract.
- vii. All payments shall be made in INR only.
- viii. Any payment required to made to a third party for any outreach or engagement event shall be made in advance and it shall not be counted as a milestone payment

9.9.4 Subcontracting

Subcontracting/Subletting of the work shall be allowed. However, the bidder will be responsible for fulfilling all requirements with respect to delivery of the milestones on behalf of subcontractors.

9.9.5 Right to Reject Bids

(a) HIPA reserves the right to accept or reject any or all bids; cancel the tender process and re-invite the bids at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the HIPA's action.

(b) HIPA also reserves the right to accept the whole, or part of or reject any or all bids

without assigning any reasons and to select the bidder(s) who best meet the interest of HIPA.

10. Evaluation of the Bids:

10.1 The designated committee of HIPA will open the Bids, in the presence of the representatives of the Bidder at the time and date, as mentioned in the critical datesheet of the tender notice.

11. Process and Procedure for evaluation of the bids

11.1 Stage-1 – Technical Evaluation: All the bidders declared eligible by the competent authority based on the recommendations of the designated committee shall be subject to detailed technical evaluation based on the information/ details/ furnished in their tender/ bid and will be awarded marks on various parameters as detailed below:

Stages	Buckets	Criteria	Score	Total
Comprehension	Experience	No. of years of experience specific to onlinemedia and online content <ul style="list-style-type: none"> • 1-3 years= 5 marks • More than 3 years= 10 marks 	10	60
		Experience of the lead Consultant <ul style="list-style-type: none"> • 1-3 years= 5 marks • More than 3-5 years=8 marks • More than 5 years = 20 marks 	20	
	Domain understanding	Analysis of HIPA’s existing social footprint& Need-Gap Analysis	5	
		Approach for HIPA	10	
		Content Strategy	10	
		Dissemination Strategy	5	
Pitch Presentation	Presentation infront of the committee	Understanding of Social Media Space / Government institutions and seniorfunctionaries	10	40
		Methodology, work plan and team composition	10	
		Innovative Ideas	10	
		Creative & Communication Delivery	10	
			Total	100

It should be noted that only those bidders who obtain minimum of 70 marks out of 100 in the technical bid evaluation will be considered for opening of their financial bids.

11.3 Final Selection: The final selection would be based on QCBS (Quality Cost Based Methodology). The technical score (ST) would be calculated for each bidder by Tender Evaluation Committee and all the bidders who get at least 70 marks out of 100 in the technical evaluation would be considered for financial evaluation.

Bidders who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation.

The financial score (SF) would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this.

Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 70:30 (i.e. $0.70 \times ST + 0.30 \times SF$). The bidder with the highest weighted score (H1) would be awarded the consultancy.

Annexure	Particulars
A.	Technical Bid
B.	Financial Bid
C.	Bid Security Declaration format
D.	Performance Security
E.	Declaration Regarding Blacklisting, Litigation and Criminal Offence Etc.
F.	Declaration Regarding Termination of Previous Contract and Conflict of Interest
G.	Declaration for Abiding by the Code of Integrity in Public Procurement
H.	Integrity Pact

ANNEXURE A

TECHNICAL BID Digital advisory, content advisory, outreach and amplification consultancy

1. Name of Consultancy Agency/Firm/Organization:

2. Name and designation of the authorized signatory and his/her contact details

3. Complete office address (with telephone/mobile & e-mail):

4. Experience in the digital strategy, outreach and amplification of large-scale idea involving a large number of community/volunteers/group of people. (Enclose relevant documents, work orders, work completion certificate in support of the claims).

5. Case studies highlighting work done

6. Biodata of the Lead Consultant

Date:

Signature of Authorised Signatory

ANNEXURE-B

FINANCIAL BID

S.No.	Item	Item Description	Qty.	Cost including GST and delivery at HIPA, Gurugram
A	Strategy Development Cost	As per sample One time cost	1	
B	Social media platform handling cost	Annual	4	
C	Budget for buying digital media inventory + assets like stock photos, videos, music, graphic elements etc.	Annual	1	
D	Production cost videos (under 3 minutes) *	Nos	50	
E	Graphics/ Image based post material	Nos	700	
F	Contingency Cost	Annually(12 months)		
G	Any other cost	Annually(12 months)		

Notes

- B will be paid monthly in advance.
- C will be paid in advance. Unused budget will be settled against payment for B for subsequent month
- D will be paid monthly in advance based on approved social media strategy and monthly production plan submitted.
- The following is the number of assets to be produced in a year

- Video (under 3 minutes) without outdoor video shoot—50
- Graphics and image post for social media—700
- In case the assets produced are more than the quantity quoted above, payment will be made on pro-rata basis. For pro-rata payment, the per item rate will be arrived at by dividing the total number of items being produced by the total proposed cost of items.

Final Financial Bid = (A + B + C + D + E+F+G) including GST etc all cost

ANNEXURE C

Bid-Security Declaration

To

Reference: (1) Tender Noof HIPA.
(2) Our Bid No dt.

I/We..... irrevocably declare as under:

I/We understand that, as per Clause...of Tender/bid conditions, bids must be Supported by a Bid Security Declaration In lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Three years from the date of disqualification as may be notified by you (without prejudice to HIPA’s rights to claim damages or any other legal recourse) if,

- i. I am /We are in a breach of any of the obligations under the bid conditions,
- ii. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- iii. On acceptance of our bid by HIPA, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Date the day of 2022

Signature of Bidder
Name & Address of Bidder
Seal of the Firm or
Company

ANNEXURE - D

(Waived off in case of a startup)

Performance Security

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- i. The successful bidder shall submit a Performance Security equivalent to 3% of the total contract value as per the contract in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form; in favour of Director General, HIPA, Gurugram within 7 days from the issuance of the Letter of Acceptance.
 - ii. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor. For the purpose of online payment of Performance Security, the bank details of HIPA are as follows:

Haryana institute of Public Administration

A/c: 08892010008860

IFSC code: PUNB0088910

- ii. Performance security would be returned only after successful completion of job assigned to them after adjusting or recovering any dues recoverable or payable from or by the Contractor on any account under the contract.

ANNEXURE-E

Declaration regarding Blacklisting, Litigations or Criminal Offence or Conviction
On letterhead of the bidder

I/We hereby declare that our firm or Company is not black-listed by any Ministry or Department of Central Government/ State Government or PSU or other bodies under the Central Government/ State Government.

I/We also declare that no criminal case is registered or pending against the firm or company or its owner or partners or directors anywhere in India. I/We further declare that neither I/we nor our firm/ Company is found guilty of any criminal offence or convicted by any Court of Law

Date the day of 2022

Signature of Bidder
Name & Address of Bidder
Seal of the Firm or
Company

ANNEXURE -F

Declaration regarding Termination of Previous Contract and Conflict of Interest On letterhead of the bidder

I or We hereby declare that our firm or Consultancy Agency/Firm including their affiliates or subsidiaries or constituents:

- a. has not had its previous contract terminated by the Procuring Organisation in the previous two years (from the date of opening of the bids for this RFP) for Contractor's default
- b. does not have a conflict of interest as laid down in the RFP which substantially affects fair competition.

Date the day of 2022

Signature of Bidder Name
& Address of Bidder Seal of
the Firm or Company

ANNEXURE -G

Declaration for Abiding by The Code Of Integrity

On letterhead of the bidder

I or We hereby declare that I or We will abide by the Code of Integrity for Haryana Govt. rules/HIPA rules.

I or We hereby further declare that in case of any transgression of this code, my or our name shall not only be liable to be removed from consideration for the present RFP and from the list of registered contractors or contractors or Consultancy Agency/Firms or service providers (if already registered), but I or We will be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action as per Haryana Govt. rules.

Date the day of 2022

Signature of Bidder Name
& Address of Bidder Seal of
the Firm or Company

ANNEXURE -H

INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2022, between, on one hand, the _____ acting through _____ (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Name & Designation (hereinafter called "TENDERER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to tie up with the tenderer for _____ and the TENDERER is willing to conduct the same

And

WHEREAS the TENDERER is a private company/public company/Government undertaking/partnership/registered export Consultancy Agency/Firm, constituted in accordance with the relevant law in the matter and the BUYER is a _____ of Government of Haryana, performing its functions on behalf of the _____

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired services/ facility at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling TENDERERS to abstain from bribing or indulging in any corrupt practice to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter this Integrity Pact and agree as follows:

Commitments of the BUYER:

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the TENDERER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all TENDERERS alike, and will provide to all TENDERERS the same information and will not provide any such information to any TENDERER which could afford an advantage to that TENDERER in

comparison to other TENDERERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of TENDERERS

3. The TENDERER commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of its bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1 The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 TENDERERS shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principals or associates.
 - 3.4 TENDERERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.6 The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness, and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.7 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.8 The TENDERER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals, and business details,

- 3.9 including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care least any such information is divulged.
- 3.10 The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the TENDERER'S firm, the same shall be disclosed by the TENDERER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The TENDERER shall not lend to or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression:**

- 4.1 The TENDERER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in Haryana or any Government Department in Haryana that could justify TENDERER'S exclusion from the tender process.
- 4.2 The TENDERER agrees that if it makes an incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such a reason.

5. Bid Security Declaration:

Bidders have to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids. A Bid Security Declaration format is attached at Annex D.

6. Sanctions for Violations:

- 6.1 Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the TENDERER(s) would continue.
 - ii. The TENDERER will be disqualified from bidding for any contract with the BUYER for a period of Three years from the date of disqualification (without prejudice to BUYER'S rights to claim damages or any other legal recourse).
 - iii. Performance Security Deposit (after the contract is signed) shall stand

- forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.
 - v. To recover all sums already paid by the BUYER interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the TENDERER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - vi. To encash the advance bank guarantee and security deposit/warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the BUYER along with interest.
 - vii. To cancel all or any other Contracts with the TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.
 - viii. To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - ix. To recover all sums paid in violation of this Pact by TENDERER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the TENDERER, the same shall not be opened.
 - xi. Forfeiture of Performance Security deposit in case of a decision by the BUYER for forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent Monitor(s) appointed for the purposes of the Pact.

7. Fall Clause:

7.1 The TENDERER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of Haryana or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the TENDERER to any other Ministry/Department of the Government of Haryana or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER, if the contract has already been concluded.

8. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the

documents including the Books of Accounts of the TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction:

This Pact is subject to Indian Laws. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity:

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the TENDERER. In case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity pact at _____
on _____

BUYER

TENDERER

Name of the Officer

Designation

Department

Witness

Witness

1. _____

1. _____

2. _____

2. _____