

Tender Document

**DEVELOPMENT AND IMPLEMENTATION OF MISSION KARMAYOGI HARYANA
FOR HARYANA GOVERNMENT EMPLOYEES**

Tender No. 2023/HIPA/ MISSION KARMAYOGI HARYANA /01



HARYANA INSTITUTE OF PUBLIC ADMINISTRATION, GURUGRAM

Disclaimer

This tender document is issued by HIPA for service contract towards selection of Firm for, development and implementation of **Mission Karmayogi Haryana for Employees of Haryana Government**

Whilst the information in this tender has been prepared in good faith and to the best of knowledge of the HIPA, the information contained in this tender is indicative.

Each Party must conduct its own analysis of the information contained in this tender to correct any inaccuracies therein and is advised to carry out its own due diligence into the proposed Project. Each Party must conduct its own analysis of the regulatory regime which applies thereto, and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the proposed Project. Neither the HIPA nor any of its officers or employees, shall be responsible for any direct or indirect loss or damage arising out of or for use of any content of the tender in any manner whatsoever.

This tender includes certain statements, estimates and projections with respect to proposed Project. Such statements, estimates and projections reflect various assumptions made by the management, officers, employees and Firms, which (the assumptions and the base information on which they are made) may or may not prove to be 100% accurate. No representation or warranty is given to the reasonableness of the projections or the assumptions on which they may be based and nothing in this tender is, or should be relied on as, a promise, representation or warranty. HIPA shall be the sole and final authority with respect to qualifying a bidder through this tender. The decision of HIPA in selecting the Firm who qualifies through this tender shall be final and HIPA reserves the right to reject any or all the bids without assigning any reason thereof. HIPA further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project with approval of Competent Authority. HIPA may terminate the tender process at any time without assigning any reason and upon such termination. HIPA shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

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Key Dates and information pertaining to this NIT are as under:

Name, Designation and Address of the authority to whom the bids have to be submitted	Director General, HIPA
Mode for submitting the bids	Only online
Venue, Date and Time of the Pre-bid Meeting	26.05.2023 at 11 am at HIPA, Gurugram. Queries can be sent via email at rekhad@hipa.in upto 26.05.2023 (10 am)
Start Date of Bid	30.05.2023
Closing Date & Time for submission of bids.	29.06.2023
Date of publication of names of technically qualified Bidders after examination of Technical Bids	Will be informed via e -mail /phone

Abbreviations

Abbreviation	Full Form
HIPA	Haryana Institute of Public Administration
BG	Bank Guarantee
CD	Compact Disk
Col	Certificate of Incorporation
DD	Demand Draft
DVD	Digital Video Disk
EMD	Earnest Money Deposit
GST	Goods and Services Tax
GSTIN	Goods and Services Tax Identification Number
INR	Indian National Rupee
MSA	Master Service Agreement
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PSU	Public Sector Undertakings
QCBS	Quality-cum-Cost based Selection
SLA	Service Level Agreement

Definitions

The following terms wherever used will have the following meanings (unless the context otherwise requires):

- **“Agreement or MSA or Draft Agreement”** means this agreement together with all the Schedules and the contents and specifications of tender document and in all the attached schedules and any addendums, corrigendum issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of this Agreement.
- **“Contract”** is used synonymously with agreement.
- **“Authorized Representative of the bidder”** shall mean any person(s) authorized by the bidder to represent bidder’s interest for this project.
- **“Bidder”** means any organization or Firm or company offering the solution(s), service(s) and/ or materials asked for in this tender. The word Bidder, when used in the pre-award period shall have the same meaning as Bidder, and when used post declaration of successful bidder shall mean the successful bidder, also called ‘Firm’, with whom ‘HIPA’ will sign the Contract.
- **“SGoH”** shall mean State Government of Haryana.
- **“Deliverables”** means the products, infrastructure and services agreed to be delivered by the Firm in pursuance of this agreement to deliver the scope of work elaborated in the tender document including all associated documentation.
- **“Performance Guarantee” or “Performance Bank Guarantee”** shall mean the guarantee provided by a Nationalized Bank/Scheduled Bank to HIPA on behalf of the successful Bidder for the amount specified in “Payment Terms and Schedule”.
- **“Party”** shall mean HIPA or Bidder individually and **“Parties”** shall mean HIPA and Bidder collectively.
- **“Rates/Prices”** means prices of supply of equipment and services quoted by the Bidder in the Commercial Bid submitted by him and/or mentioned in the Contract.
- **“Services”** means the work to be performed by the successful pursuant to this Contract, as detailed in the Scope of Work in chapter 2 of this tender document.
- **“Bid”** shall be used synonymously with **“Proposal”** and shall mean an offer by the bidder in response to this tender to fulfil the requirements of the HIPA.
- **“Firm”** shall be construed so as to include any Proprietorship Firm, Partnership Firm, Company, LLP (Limited Liability Partnership) or Registered Society, duly established and incorporated.

CHAPTER 1: INTRODUCTION

Name of Work - DEVELOPMENT AND IMPLEMENTATION OF Mission Karmayogi Haryana for Employees of Haryana Government /Board & Corporations.

This tender is issued by HIPA for service contract towards selection of bidder for, development and implementation of above Program for HIPA.

The primary objective of this tender is to seek proposals from the bidders, through which, HIPA shall select a bidder with capabilities to “, develop and implement **Mission Karmayogi Haryana for employees of Haryana Government /Board & Corporations**”.

HIPA is looking forward to implementing the work as outlined in this tender as per the best practices. The tender intends to bring out the details with respect to scope of work that are deemed necessary to share with the interested bidders.

HIPA is the administrative training institute of Haryana, constituted in 1983, to conduct training for the civil Servants and other employees of the State, Boards and Corporations. HIPA has its Headquarter at Gurugram and four divisional training centres at Panchkula, Hisar, Rohtak & Gurugram. HIPA is a registered society with Honourable Chief Minister as the President of the Governing Body and Chief Secretary to Government of Haryana as Chairperson of the Executive council.

Haryana Government employees for the purpose of this exercise consist of approx. 3 lakh employees including Group A, Group B, Group C and Group D officials.

CHAPTER 2: Pre-Bid meeting with prospective bidders

Pre Bidding will be held on prescribed date and time as per details given in the tender notice. The tenderers may visit HIPA, Gurugram before submission of their bids and shall get familiarizes with scope of work and other terms and conditions of the tender during the pre-bid meeting.

CHAPTER 3: SCOPE OF WORK

The scope of this project includes the development, delivery and satisfactory implementation of **Mission Karmayogi Haryana for employees of Haryana Govt. /Board & Corporation**. The exercise aims to achieve citizen-centricity in the delivery of services to inculcate an ethical mindset and to improve the responsiveness and quality of services delivered to citizens and build trust in them.

1. For the success of this project, the selected bidder will carry out:

- (i) Development of 3 Training Modules of 1.5 hours duration each and training of approx. 2000 Master Trainers on the same content.
- (ii) Assessment of the Master Trainers on the understanding, delivery and effectiveness of the modules.
- (iii) Support HIPA in the quality aspect of the deployment of the program to 3 lakh participants. Support will include quality assessment of trainers and support to trainers to maintain quality levels during deployment, and regular generation of reports on progress.

- (iv) Provision of dedicated Helpline for IT and other operational issues pertaining to training.
- (v) Generation and issue of digital certificates for Master Trainers and Field Officers on successful completion of training.
- (vi) Designs & development of a Bi-lingual (English & Hindi) takeaway booklet on Ethics, which can be distributed in physical and digital formats to all the employees of the state.
- (vii) Preparation of a comprehensive Training Report which will dovetail into impact assessment findings (to be done by third party, whose selection will be done by HIPA).
- (viii) Editing and broadcasting of 40 Video Clips (each of 3-5 minutes duration), which will be prepared based on training content and messages of eminent speakers to be sent on WhatsApp to all trainees. This will be for follow up nudging post training. Such messages may be repeated on multiple occasions, till 25th December, 2023.

CHAPTER 4: DELIVERABLES

The bidder shall deliver the below-listed deliverables to HIPA as part of an assurance to fulfil the obligations under the contract of this tender. The List of the deliverables given below may not be exhaustive and the Bidder is responsible to provide all those deliverables which may be specified in this tender but not listed here and those proposed by the bidder in their proposal in response to this tender.

- (i) Development of the program modules in both English & Hindi with mode of instruction to be such that the diverse audiences can completely understand it, for the identified three lacs staff – both online and offline - aimed at ethical governance cum mind-set change. The programme content, relevant documents and relevant MIS reports shall be submitted to HIPA, and will become HIPA's property.
- (ii) The modules must be developed in 5 groups separately for 2000 officers/officials, to be trained as master trainers in physical (physical and digital, including reading and teaching material) mode, and shall be delivered at HIPA Gurugram or any sites identified by HIPA. The duration of the physical training should be about two days. The program content should be made available in Hindi and English for this training.
- (iii) Assessment of the Master trainers and their certification to ensure successful delivery of training to the rest approx. 3 lakh field staff.
- (iv) The bidder shall not only train and develop 2000 Master trainers on HIPA for the primary delivery of the program but should also continually monitor and support these Master trainers in the effective delivery of the content in a given time frame.
- (v) Monitoring the training, with regular generation of reports on progress of Training of Master Trainers and District Training of Field Officers.
- (vi) Provision of support services to ensure consistent quality of delivery of program for all 3 lakh staff.

- (vii) Provision of dedicated Helpline for IT and other operational issues pertaining to training.
- (viii) Generation and issue of digital certificates for Field Officers on successful completion of training.
- (ix) Preparation of a Bi-lingual (Hindi & English) takeaway booklet on Ethics, which can be distributed in physical and digital formats to all the employees of the state.
- (x) Preparation of a comprehensive Training Report which will dovetail into impact assessment findings (to be done by third party, whose selection will be done by HIPA).
- (xi) Editing and broadcasting of 40 Video Clips (each of 3-5 minutes duration), which will be prepared based on training content and messages of eminent speakers to be sent on Whatsapp to all trainees. This will be for follow up nudging post training. Such messages may repeated on multiple occasions, till 25th December 2023.

Deliverable Sign-off

The bidder, where requested, shall explain the deliverables to HIPA and provide clarifications to their queries. All the responsibilities with respect to the requirements in the tender or the HIPA's processes will be the responsibility of the bidder. Any gap that is found in a deliverable with respect to the above, even after the sign-off, will have to be addressed by the Bidder without any additional cost to HIPA.

Note:

1. The deliverables or modules (to be implemented as part of solution which have been listed) are more of a reflection of the areas to be addressed rather than the specific deliverables or modules to be implemented as part of Solution. So, the bidder is required to make an assessment of the deliverables/modules to be prepared within the proposed Solution, as detailed in scope of work. However, any changes to the assumptions of the bidder in terms of the deliverable/modules, as long as the processes remain the same will not be treated as a change in scope.

2. The work plan that the bidder shall submit as part of the bid documents, shall clearly lay down how the bidder proposes to, develop and implement the required solution under the scope of work laid down in Chapter 2 of this tender document, elucidating his approach to the above listed deliverables.

CHAPTER – 5: PROJECT TIMELINES AND IMPLEMENTATION FRAMEWORK

1. **Phases of implementation:** The implementation of this project is comprehensively divided into 4 phases:

1.1 Development Phase: The development of the 3 Training Modules of 1.5 hours duration each. The bidder shall deliver the list of modules/deliverables that it deems should be part of the solution and their implementation timeline in their detailed work plan and development of the

course content is to be carried out **within 45 days** from date of issue of Letter of Acceptance (LOA) by HIPA. Preparation of a Bi-lingual takeaway booklet on Ethics, which can be distributed in physical and digital formats to all the employees of the state within 15 days after preparation and finalisation of Modules.

1.2 Implementation Phase:

- (a) The training of 2000 Master Trainers at HIPA & other sites across the state identified by HIPA by the personnel of the successful bidder must be completed within **70 days** from the date of acceptance of course content by the HIPA.
- (b) Preparation of a Bi-lingual takeaway booklet in English & Hindi on Ethical and responsive behaviour which can be distributed in physical and digital formats to all the employees of the state within 15 days after preparation and finalisation of Modules. Booklet soft copy will be given by the Firm. Printing to be done by HIPA.
- (c) A dedicated Helpline for IT and other operational issues pertaining to training will be provided before starting the training to Master Training and it will be continue till 25th December i.e Completion of this project.
- (d) Monitoring deployment related to training, with regular generation of reports on progress of Training of Master Trainers and District Training of Field Officers.
- (e) Provision of support services to ensure consistent quality of delivery of program for all 3-lakh staff.
- (f) Assessment of the Master Trainers on the understanding, delivery and effectiveness of the modules
- (g) Generation and issue of digital certificates for Master Trainers and Field Officers on successful completion of training.

1.3 Follow up:- Editing and broadcasting of 40 Video Clips (each of 3-5 minutes duration), which will be prepared based on training content and messages of eminent speakers to be sent on WhatsApp to all trainees . This will be for follow up nudging post training. Such messages may repeated on multiple occasions, till 25th December 2023.

Bidder to a roadmap for the above phases in consultation with HIPA to ensure that the above timeline is met.

2. Liquidated Damages and SLAs

2.1. In case of any delay in the execution of the contract beyond the stipulated time schedule including any extension permitted in writing, HIPA reserves the right to recover from the Firm a sum equivalent to 0.5% of the value of the delayed deliverable of work for each week of delay and part thereof subject to a maximum of 10% of the value of the contract.

- 2.2. Alternatively, HIPA reserves the right to get the services delivered from elsewhere at the sole risk and cost of Firm and recover all such extra costs incurred by HIPA in procuring the services from the resources available including encashment of PBG or any other sources etc. Alternatively, HIPA may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above by HIPA team (including any top up research that may be required)

CHAPTER 6: GENERAL INSTRUCTIONS RELATED TO BIDDING

1. Instructions to Bidders

- i. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must carry out due diligence to propose a comprehensive solution meeting all project requirements.
- ii. All information supplied by Bidders must be treated as contractually binding on the Bidders, on successful award of the assignment by the HIPA based on the terms and conditions of this tender.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the HIPA. Any notification of preferred bidder status by the HIPA shall not give rise to any enforceable rights by the Bidder. The HIPA may cancel this tender at any time prior to signing a formal contract.
- iv. This tender supersedes and replaces any previous public documentation & communications made by the HIPA related to this project, and Bidders should place no reliance on such communications.

1.1 Eligible Bidders

- i. The bid for this contract will be considered only from those bidders who are Proprietorship Firms, Partnership Firms, Companies, LLPs (Limited Liability Partnerships) or Registered Societies. The bidder should be in the business of Professional Management/ Consultancy and should have been in existence for at least 10 years (as on 01st January, 2023)
- ii. The bidder should be eligible to operate in conformity with the provisions of the laws in India and shall have a registered office within India.
- iii. Bidder should not have any conflict of interest with any parties included in the bidding process.
- iv. No consortium or Joint Venture is allowed to participate in the bidding Process.
- v. A bidder can submit only one bid in the bidding process. Submission of more than one bid by the bidder will result in the disqualification of all the bids submitted by the bidder.

- vi. The bidder must produce documentary evidence for eligibility criteria.

1.2 Availability of the tender Documents

- i. Tender document can be downloaded from etenders.hry.nic.in. The bidder must be registered on the platform to participate in the tender.
- ii. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the tender documents. Failure to furnish all information required as mentioned in the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

1.3 Cost of the tender Document

The tender document is available for download to all interested Bidders against a non-refundable payment of INR 11,800 (Rupees Eleven Thousand Eight Hundred only, inclusive of GST) to be paid online on etenders.hry.nic.in.

Proposals received without or with inadequate tender Document fees shall be liable for rejection. The tender document is not transferable to any other bidder.

1.4 Conditions under which this tender is issued

- i. This tender is not an offer and is issued with no commitment. HIPA reserves the right to withdraw the tender and change or vary any part thereof at any stage. HIPA also reserves the right to disqualify any bidder should it be so necessary at any stage.
- ii. Timing and sequence of events resulting from this tender shall ultimately be determined by HIPA.
- iii. No oral conversations or agreements with any official, agent, or employee of the HIPA shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of HIPA shall not be valid. Oral communications by HIPA to bidders shall not be considered binding on the HIPA.

1.5 Compliant Proposals / Completeness of Response

Bidders are advised to thoroughly go through the tender. It is assumed that bidder has done the due diligence and examination of the tender document with full understanding of its implications, prior to submission of the bid.

- i. Failure to comply with the requirements of this tender may render the Proposal non-responsive.
- ii. Bidders must ensure that all the required documentation is submitted with bid and all information should be submitted as per formats provided in this tender.
- iii. Non responsive bids are liable to get rejected.

1.6 Site Visit and Collecting Local Information

Before the submission of the bid, the bidder is advised to visit the respective HIPA Office location(s), its surroundings to assess and satisfy themselves about the local conditions and to gather any other relevant information as required by them to submit the comprehensive proposal. Bidders are encouraged to visit the premises of the HIPA Office(s) after seeking prior appointment from the relevant competent authority.

The bidder may obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect its Bid price. Bidders shall be deemed to have considered site conditions whether they have inspected it or not and to have satisfied themselves in all respect before quoting their rates, and no claim or extra charges whatsoever in this regard shall be entertained/payable by the HIPA at a later date.

Bidder shall bear all the costs pertaining to the site visit and collecting local information.

1.7 HIPA's Right to Terminate the Process

HIPA may terminate the whole bidding process at any time and without assigning any reason.

1.8 Amendment to tender / Acceptance of Part or Whole Bid - Rights there of

At any time before the deadline for submission of bids, HIPA, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the specifications/ requirements/ quantity/ tenure mentioned in this tender document by an amendment. All the amendments made in the document would be uploaded on etenders.hry.nic.in and will form part of tender for purpose of bid evaluation. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, HIPA may, at its discretion, extend the last date for the receipts of bids by a reasonable period.

HIPA also reserves the right to accept or reject wholly or partly, bid offer without assigning any reason whatsoever. No correspondence in this regard shall be entertained.

HIPA also reserve the unconditional right to place order on wholly or partly bid quantity to successful bidder.

1.9 Power of Attorney

The bidder must submit (as per Annexure 4) a statement conFirming the authority of the authorized representative(s) of the bidder and a notarized power of attorney to act in all matters concerning the delivery of the Project.

1.10 Authorized Signatory

It is required that an authorized representative of the bidder shall digitally sign the original submission letters/ forms in the required format for the Technical and Financial bids. The original copies of documents, whenever demanded, must be signed and stamped by the authorised representative.

1.11 Bidder clarifications

- I. The Bidders should ensure that their queries for the Pre-Bid meeting should reach Office of the Director General, Haryana Institute of Public Administration, Plot No. 76, Sector 18, Gurugram (122015), Haryana by email (rekhad@hipa.in) on or before 26.05.2023 , 10:00 am
- II. No queries will be accepted after this deadline.
- III. HIPA reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion they consider that it would be inappropriate to do so or do not find any merit in it.
- IV. The queries must be submitted as per the following format:

BIDDER'S REQUEST FOR CLARIFICATION / PRE-BID QUERIES

Name of the Person:			
Organization Name:			
Telephone:			
Email:			
S. No.	Tender Document Reference(s) (section number/page)	Content of tender document requiring Clarification	Points of clarification Required
1			
2			

- V. No pre-bid queries will be entertained if the queries are not provided in the above format.
- VI. Any requests for clarifications post the indicated date and time may not be entertained by HIPA.
- VII. At any time prior to the last date for receipt of bids, the HIPA may, for any reason, modify the Tender Document by a corrigendum. Appropriate time would be provided to all the bidder to submit their bids after the issuance of corrigendum.
- VIII. The clarifications to the queries will be issued to all the bidders over the e-mail. A pre-bid conference will be held, as per date and time mentioned in the Tender Notice, to clarify any doubts and to brief bidders about the existing Project setup and the requirements stated in this tender.

The venue of the pre-bid meeting will be:

**Office of the Director General,
Haryana Institute of Public Administration
Plot No. 76, Sector 18, Gurugram
122015, Haryana**

Maximum two (2) representatives from each bidder shall be allowed to attend the Pre-Bid conference. Each of these representatives shall carry proofs of their official identity while attending the pre-bid conference.

1.12 Proposal Preparation Costs

Bidder shall bear all the costs pertaining to the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation and submission of proposal, in providing any additional information required by HIPA to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

HIPA, in no case, will be responsible or liable for any cost, regardless of the conduct or outcome of the bid process. This tender does not commit HIPA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the bidder become the property of HIPA and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of Bidder" shall remain the property of such bidder and the HIPA shall maintain confidentiality of such materials.

1.13 Earnest Money Deposit (EMD)

- I. Bidders shall pay online on etenders.hry.nic.in, at the time of the bid, an EMD of INR 5 lacs (Rupees Five lacs only)
- II. In case of unsuccessful bidder, earnest money/bid security will be refunded to the unsuccessful bidder without any accrued interest.
- III. The EMD of the successful bidder will be returned after the successful bidder has signed the draft Agreement and has submitted the required Performance Bank Guarantee as per the Annexure 7 of this document.
- IV. Bid security in any other form will not be accepted.
- V. The EMD amount is interest free.
- VI. The bid / proposal submitted without Full EMD, mentioned above, will be rejected.
- VII. At the time of Making payments to the contractor a sum at the rate of 10% (or such other percentage as may be prescribed) of the gross amount of each running bill is deducted till the cumulative amount of deduction along with the

amount of earnest money already deposit. Full Security amount will be refunded within 30 days of Completion of Project.

1.14 Forfeiture of Bid Security/ EMD

- I. Any information submitted by the bidder is found to be incorrect.
- II. If bid is withdrawn during the validity period or any extension agreed by HIPA.
- III. If the bid is modified in a manner not acceptable to HIPA after opening of the bid.
- IV. If the bidder tries to influence the evaluation process.
- V. If the successful bidder fails to sign the contract in accordance to section 5 of this chapter the tender document.
- VI. The HIPA reserve the right to forfeit the earnest money or part thereof, in circumstances which according to the HIPA indicate that the bidder is not adhering to the requirements of executing the project.

1.15 Interlineations in Bids

The bid shall contain no interlineations, erasures or overwriting and this may result in bid rejection.

1.16 Entire Documents

- I. The following constitute the entire tender document by HIPA.
 - a. The tender document downloaded from etenders.hry.nic.in and the related Annexures.
 - b. The clarifications provided by the HIPA in response to the pre-bid queries.
 - c. Amendments/ Addendum/ Corrigendum issued by the HIPA on or before the last date for the submission of the responses by the bidder.
- II. Entire proposal by the bidder – the following constitute the entire proposal by the bidder.
 - a. The Proposal submitted by the bidder in response to the tender.
 - b. The clarifications provided by the bidder as a part of the proposal against any queries/requests by the HIPA.
- III. Mode of Communication
 - a. No oral communication by the either party will be recognized as the official communication or a commitment. The only permitted mode of communication by the either party will be through email/post.
 - b. Any communication sent through email by either party should be through the email id of the respective authorized persons and only those communications will be considered as commitments.

1.17 Impact of Litigation

HIPA do not intend to deal with any bidders who are blacklisted/debarred for non-performance or non-delivery of projects anywhere, thereby posing significant risk to the implementation of the Project at the HIPA. The bidder shall furnish an undertaking to this effect, using the format provided in the in Annexure-2.

1.18 Disqualification

The proposal submitted by the bidder is liable to be disqualified if one or more violations of the following conditions are violated.

- I. Violation of the bid submission process
 - a. The bid is not submitted in the prescribed formats and mode as given in the tender.
 - b. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal.
 - c. If it comes to HIPA's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel impacting the fair and transparent bid process, then the bidders so involved are liable to be disqualified.
 - d. If a bidder submits more than one bid
- II. Non-compliance to the conditions of the bidding process
 - a. The Bid documents are not signed as per guidelines of the tender
 - b. The required EMD has not been paid as specified in the tender
 - c. The Bid validity period is shorter than the required period
 - d. The Bid is not submitted in accordance with this document
 - e. During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices
 - f. The bidder submits a conditional bid.
 - g. Bid is received in incomplete form
 - h. Bid is not accompanied by all the requisite documents
- III. Non responsive Content of the proposal
 - a. Information submitted in Technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any
 - b. If it does not comply with the terms & conditions, requirements of this tender including amendments and corrigendum.

- c. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this tender for Technical and Financial proposals or do not appear to address the particular requirements of the proposed solution, any such bids shall also be disqualified.
- d. If the technical or financial proposal of the bidder does not adhere to the minimum requirements and timelines of this tender, the bid shall be declared as non-responsive and will be rejected.

IV. Inability to respond in accordance with the tender guidelines

- a. The successful bidder does not accept the letter of Intent within the stipulated time.
- b. The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within 15 days of the notification of the award, or within such extended period, as may be specified by HIPA.

V. Fraudulent and Corruption

- a. Bidder tries to influence the proposal evaluation process by corrupt/fraudulent/unfair/collusive/coercive means at any point of time during the bid process defines. For the purposes of this provision, the terms are set forth below as follows:
 - “Corrupt” practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of HIPA or any personnel in the procurement process or in agreement execution; and
 - “Fraudulent” practice means a misrepresentation of facts, in order to influence a procurement process or the execution of an agreement to the detriment of the HIPA, and includes collusive practices among Bidders (prior to or after bid submission) ed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
 - “Unfair trade” practices means supply of services different from what is mentioned in the bid documents, and includes change Scope of Services for which the tender was given by HIPA
 - “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
 - “Collusive practices” means a scheme or arrangement between two or more applicants with or without the knowledge of the HIPA, ed to establish prices at artificial, non-competitive levels.

VI. Consequences of disqualification

- a. If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this tender.

- b. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with HIPA will be entertained.
- c. If the disqualification is for the reasons of fraudulent or corrupt practice, HIPA have the right to initiate actions to blacklist the bidder as per the provisions of the relevant acts/rules.

1.19 Conflict of Interest

Bidder shall furnish an Affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with the HIPA. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the tender. Please use format provided in Annexure-8 for making declaration to this effect.

2. Bid Submission Instructions

2.1. Language of Proposals

The Proposal should be filled by the Bidder in English language only.

2.2. Bid Currency

Prices for services offered shall be quoted in Indian National Rupees (INR) only.

2.3. Authentication of Bids

The Proposal must be supplemented by a Power-of-Attorney in the name of the authorized signatory of the Proposal, issued on notarised non judicial stamp paper of Rs 100/-, as per format in Annexure 4, duly signed & stamped by the competent authority along with the board resolution statement appointing the competent authority.

2.4. Submission of bid

Bidder must upload his bid on etenders.hry.nic.in before the due date of opening of tender. The bid should be in two parts: the technical and financial bids. Technical bid must be uploaded complete with all details and all the supporting documents as required as per checklist at Annexure 10 of this tender document. Providing any financial information in any form in the technical bid will render the bidder disqualified.

The Financial bid must be complete with full price details of the work as defined in the chapter 2: scope of work of this tender document.

NOTE:

- i. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

- ii. The proposal/bid must be prepared in indelible ink. It must not contain any interlineations or overwriting.
- iii. All pages of the bid must be initialled and stamped by the person or persons who sign the bid.
- iv. The financial bid should be inclusive of all costs, including taxes.

2.5. Late Bids

- 2.5.1. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and shall be returned unopened.
- 2.5.2. The bids submitted by fax/e-mail/hardcopy etc. shall not be considered. No correspondence will be entertained on this matter.
- 2.5.3. HIPA shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

2.6. HIPA's Right to Accept or Reject Any or All Proposal(s)

- 2.6.1. The HIPA also reserve the right to accept or reject any or all bid(s), without thereby incurring any accountability to the affected Bidder(s) or any responsibility to inform the affected Bidder(s) of the reasons of accept or reject any or all Proposal(s).
- 2.6.2. The acceptance of the bid will rest with the HIPA, which does not bind themselves to accept any specific bid and reserve the right to reject any or all the proposals received, without assigning any reason. All bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. Canvassing about this tender is strictly prohibited and the bids submitted by the Bidders, who may resort to canvassing, will be liable to rejection.

2.7. Authenticity of the Information and Right of verification

- 2.7.1. HIPA reserves the right to verify all statements, information and documents submitted by the bidder in response to this tender for the purpose of Technical Evaluation.
- 2.7.2. In case it is found at any time that the bidder has made material misrepresentation or has given any materially incorrect or false information in the proposal, the following provisions will apply before the Award of the contract:
 - The bid will be out rightly rejected.
 - The EMD will be forfeited.After the Award of the contract:
 - The agreement will be terminated.
 - PBG will be forfeited.
 - The bidder will be blacklisted and appropriate penal and legal action will be initiated against such bidder.

- 2.7.3. **An affidavit on a non-judicial stamp paper of Rs 100, duly notarised, as per Annexure 6 must be submitted in the specified format. The bid shall be summarily rejected if the bidder fails to submit this affidavit.**

2.8. Rights to the Content of the Proposal

All the bids and accompanying documentation submitted as bids against this tender will become the property of the HIPA. The financial bids of disqualified bidders would not be opened. HIPA is not restricted in their rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. HIPA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. HIPA have the right to use the services of external experts to evaluate the proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation with adequate protection of the confidentiality information of the bidder.

2.9. Clarification on Bids

- i. During the bid evaluation process, HIPA, at their discretion, may ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Any of the clarifications submitted by the Bidder on the Technical proposal should not have any financial implications. If there is any such disclosure of financial information in the clarification offered, it shall lead to rejection of the bid.
- ii. If the bidder fails to respond within the stipulated time frame, HIPA reserves the right to make assumptions on the Technical proposal submitted by the bidder and if such assumptions lead to disqualification of the Technical proposal, HIPA will not be accountable for these omissions.
- iii. The responses by the bidders to the queries raised by HIPA will be treated as part of the proposal by the respective bidders.
- iv. If the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the agreement for implementation between successful bidder and HIPA.

3. Bid Opening and Evaluation Process

- 3.1. In the event that the specified date of bid opening is declared a holiday, the bid shall be opened on the next working day.
- 3.2. A suitable tender committee shall evaluate each Technical bid to determine whether it is substantially responsive and fulfils the minimum eligibility criteria as specified in chapter 6 of this tender document. Bids that are not substantially responsive are liable to be rejected. HIPA may seek inputs from external experts or external Firms in the Technical and financial evaluation process, if needed.
- 3.3. The HIPA shall assign Technical Score to the bidders based on the Technical evaluation criteria as specified in chapter 6 of this tender document. The bidders with a Technical Score (ST) above the threshold as specified in the Technical evaluation criteria shall technically qualify for the financial evaluation stage.

- 3.4. The financial bids for the technically qualified bidders will then be opened and reviewed to determine whether they are substantially responsive. The HIPA shall assign Financial Score (SF) to the bidders.
- 3.5. The Bidder shall be selected on the basis of Quality cum Cost based Selection (QCBS) Method, whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.
- 3.6. Proposals will be given a be ranked according to their Combined Score (S) calculated from technical (ST) and financial (SF) scores as follows:
$$S = ST \times 0.70 + SF \times 0.30$$
- 3.7. The Selected Bidder shall be the First Ranked Bidder (having the highest combined score). The Next Ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws or fails to comply with the requirements specified in this document.
- 3.8. The EMD of all the unsuccessful bidders shall be returned once the bidding process is over.

4. Award of Contract

4.1. Award Criteria

The contract will be awarded only after its consideration and finalization by the Competent Authority in the State Govt. as provided in Govt. Order No. 2/1/2021-4IB-II dated 02.02. 2021. The successful bidder (First Ranked Bidder), with highest Combined Score (S1) will be issued letter of Acceptance (LOA), by email and/or by post, for the acceptance of its Bid. Upon acceptance of the LOA by the successful bidder in stipulated time, the successful bidder will be asked to submit the Performance Bank Guarantee and sign the Draft Agreement provided as chapter 7 of this tender document.

4.2. Negotiations

The negotiation of rates may be governed by State Govt. Policy issued vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013 (Annexure-1), G.O. No.2/2/2010-4-IB-II dated 16.06.2014 (Annexure-6), G.O. No.2/2/2010-4-IB-II dated 09.02.2015 (Annexure-7) or any other instructions issued from time to time.

4.3. Notification of Award

- 4.3.1. The HIPA will issue a Letter of Acceptance (LOA) to inform the successful bidder by email and/or by post that its proposal has been selected, well in advance prior to the expiry of the validity period or extended validity period.
- 4.3.2. Contract signing process will take place once the successful bidder submits the performance bank guarantee.
- 4.3.3. The HIPA reserve the right to invite the Next Ranked Bidder (with second highest Combined Score) in case the First Ranked Bidder fails to enter into an agreement within 15 days of the notification of the award, or within such extended period, as may be specified by HIPA.

5. Contract Signing

HIPA shall notify the successful bidder regarding the acceptance of the proposal. Subsequently, HIPA shall enter into a contract agreement with the successful bidder. The contract will include all the discussed agreements between the HIPA and the successful bidder. The draft Agreement (MSA) is provided in chapter 7 of this tender document.

6. Payment Terms and Schedule

6.1. Performance Bank Guarantee (PBG)

- i. Within fifteen (15) days of receipt of notification of award of contract from the HIPA, extendable by another 15 days with the approval of competent authority, successful bidder shall furnish a PBG from a nationalised/scheduled bank. PBG shall be submitted in the format specified in the Annexure-7 of this tender document.
- ii. It shall be valid till 180 days after completion of tenure of Contract.
- iii. The PBG will be for a value equal to 3 % of the total contract value.
- iv. In case the selected bidder fails to submit the PBG, the HIPA, at their discretion, may invite the bidder with the second highest combined score for award of Contract and So on.
- v. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- vi. In the event of the bidder being unable to service the contract for whatever reason, the HIPA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the HIPA under the contract in the matter, the proceeds of the PBG shall be payable to the HIPA as compensation for the bidder's failure to perform/comply with its obligations under the contract.
- vii. Before invoking the PBG, the Firm will be given an opportunity to represent before the HIPA.
- viii. The decision of the HIPA on the representation given by the Firm shall be final.

6.2. Liquidated Damages and SLAs

In case of any delay in the execution of the contract beyond the stipulated time schedule including any extension permitted in writing, HIPA reserves the right to recover from the Firm a sum equivalent to 0.5% of the value of the delayed deliverable of work for each week of delay and part thereof subject to a maximum of 10% of the value of the contract.

Alternatively, HIPA reserves the right to get the services delivered from elsewhere at the sole risk and cost of Firm and recover all such extra costs incurred by HIPA in procuring the services from the resources available including encashment of PBG or any other sources etc.

Alternatively, HIPA may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above by HIPA team (including any top up research that may be required)

CHAPTER – 7: SPECIAL CONDITIONS OF CONTRACT

ELIGIBILITY CRITERIA

Since the requirements of HIPA are unique, it intends to consider only those bidders who have the capability and competency, in terms of understanding and experience of working with government, technical strengths and financial stability to , develop and implement the program. Therefore, the bidder must meet the following Eligibility criteria:

(A) Technical Eligibility criteria:

S.N	Criteria	Document to be submitted
1.	The bidder should be registered under the Companies Act, 2013, and the bidder should be an established Professional Management/ Consultancy Bidder and in existence for at least 10 years (as on 31st Jan, 2023).	<ul style="list-style-type: none">• Copy of Certificate of Incorporation (Col) issued by Registrar of Companies countersigned by authorized signatory of the Bidder.• The Memorandum of Association (MOA) and Articles of Association (AOA) of the Company.
2	The bidder should have an established track record of developing and delivering values / ethics programs of (i) Capacity Building (ii) Change Management (iii) Organization Transformation (iv) A mind set change cum centricity project using IT Platforms successfully on a large scale (of more than 75,000 people at least) for government organizations / PSUs.	<ul style="list-style-type: none">• Copy of Work order/Contract AND• Certificate from Client regarding completion/ ongoing service contract showing satisfactory performance.
3.	Permanent Account Number (PAN) of the bidder from Income Tax authorities.	<ul style="list-style-type: none">• Copy of PAN card of the bidder countersigned by authorized signatory of the Bidder.
4.	The bidder shall have valid GSTIN registration certificate.	<ul style="list-style-type: none">• Copy of the GSTIN registration certificate countersigned by authorized signatory of the Bidder.• Copy of GST return of last quarter/year.

5.	A valid Power of Attorney (POA)	<ul style="list-style-type: none"> • The POA should be issued by the competent authority, under his/her stamp and signatures to the authorized signatory on a nonjudicial stamp paper of Rs 100/-, duly notarized. (Annexure XXX) • The resolution of the Board of Directors MUST be submitted to show that the authority issuing the POA was competent to do so at the time of issue.
6.	The bidder should have minimum 25 professional employees on its payroll in Consultancy and related Services such as Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/ Mind-set Change cum Centricity (as on 31st January 2023).	<ul style="list-style-type: none"> • Certificate from the authorized HR person of the Bidder as per the Format given in Annexure-XXX of this tender document.
7.	The Bidder shall not be under a declaration of ineligibility/ banned/ blacklisted/ debarred by any State/ Central Government/ PSU/ any other Government institutions in India for corrupt or fraudulent practices or for non-performance as on last date of submission of the Bid.	<ul style="list-style-type: none"> • A self-declaration letter signed by the authorized signatory of the Bidder as per the Format provided in Annexure-XXX of this tender document.
8.	<p>The bidder should have the experience of successfully completion of at least one “Similar Work**” in the last three previous financial years and the current financial year up to the date of opening of the tender, of one similar completed work costing not less than Rs. 4 Cr and involving imparting training to more than 75,000 officials.</p> <p>** Similar Work means any contract of “Capacity Building/ Change Management/ / Organizational Transformation/ Mind-set Change cum Centricity project using IT platforms in India”</p> <p>Bidder must have successfully completed this project with Central/State Government/Government</p>	<ul style="list-style-type: none"> • Copy of Work order/Contract AND • Certificate from Client regarding completion/ ongoing service contract showing satisfactory performance.

	Departments/PSUs /Public listed Companies in India.	
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(B) Financial Eligibility Criteria-

a	Turnover	The bidder should have annual average turnover of at least 2.50 Crore during the last three financial years i.e. 2019-20, 2020-21 & 2021-22.	<ul style="list-style-type: none"> • Certification from a Chartered Accountant (CA)/ Annual Audited Balance Sheet for the financial years 2019-20, 2020-21 & 2021-22.
b	Net worth	The bidder should have positive net worth in last three financial years i.e. 2019-20, 2020-21 & 2021-22.	<ul style="list-style-type: none"> • CA Certificate/ Annual Audited Balance Sheet for the financial years 2019-20, 2020-21 & 2021-22, clearly indicating profit and loss statement.

TECHNICAL EVALUATION CRITERIA

The Point system for evaluation of Technical Bids will be as under:-

S.N	Evaluation Criteria	Documents to be submitted	Max. Marks	Scoring criteria	Marks to be awarded
1.	No. of years the bidder has been in the field of imparting ethics / value education for large government organizations / PSUs	Copy of Work Order/contract AND client letter for satisfactory completion of project	10 Marks	More than 10 years	10
				More than 5 years but less than or equal to 10 years	5

2.	Qualifications of Key Professionals Qualification, relevant experience & competency of the Key professional resources for the assignment / job. (Kindly attach separate sheet for each proposed team member)	CVs, as per Annexure 3 of the Tender document	10 Marks	If qualification is same or more than mentioned in Page 33 of this document, as specified for key professionals associated with the assignment	10
3.	Value (in INR) of Capacity Building/ Change Management/ / Organizational Transformation/ Mind-set Change cum Centricity project using IT platforms executed in Central Government/ State Government/ Public Listed Companies/ PSU/ Other Government Institutions.	Copy of Work Order/contract AND client letter for satisfactory completion of project`	10 Marks	2 projects of value equal to or more than Rs. 4 crores.	10
				1 project of value equal to or more than Rs. 4 crores	5
4.	-No. of completed projects on Capacity Building/ Change Management/Skill Training/ Organizational Transformation/ Mind-set Change cum Centricity using IT platforms for a Government or public sector organization/Public listed company/ PSU/ Other Government Institutions <u>for at least 75,000 participants.</u>	Copy of Work Order/contract AND client letter for satisfactory completion of project	20 Marks	Training at least 75,000 staff in a single project	20
				Training an aggregate of at least 75,000 participants in 2 projects	10

5.	Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or power point presentation covering the following: (a) Project appreciation and understanding (b) Project approach and methodology (c) Relevant case studies (d) Work plan, manning schedule and methods to handle challenges in execution	Relevant documentation as submitted with the bid	40 Marks (Total)	For each of the sub-items. Poor- 2 Average-4 Good-6 V. Good-8 Excellent-10	Sum of the marks awarded for each sub-item (40)
			Break-up		
			10 Marks		
			10 Marks		
			10 Marks		
6.	Aggregate financial turnover in the last three Financial Year	Audited balance sheets of the last three financial years (i.e. 2019-20, 2020-21 & 2021-2022) certified by the CA.*	10 Marks	More than 15 Crores.	10
				More than 10 Crores but less than or equal to 15 Crores.	5
				More than 5 Crore but less than or equal to 10 Crores.	3
	Total		100 Marks		

Bid Selection Criteria

The Bidder shall be selected on the basis of Quality cum Cost based Selection (QCBS) Method, whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Note: As per norms, work experience certificate from private individual shall not be accepted. Certificate from public listed company/ private company/ trust having annual turnover of INR 500 crores and above in any of the last four previous financial years subject to the same being issued from their head office by a person of the company duly enclosing his authorization by the management for issuing such credentials.

(B) Financial Eligibility Criteria-

The bidders will be qualified only if they have minimum financial capabilities as below –

- (i) **T1- Financial Turnover:** The bidder should have annual average turnover of at least 2.50 Crores during the last three financial years i.e. 2019-20, 2020-21 & 2021-22. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.

To prove the requisite financial turnover, the tenderer can also submit attested Certificate from the concerned department / client. Client certificate should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

- (ii) **T-2 Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 15 Lacs net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant. In case the Net current Assets (as seen from the Balance Sheets) are negative, only the banking reference will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the liquidity.

The banking reference should be from a scheduled bank in India and it should not be more than 3 months old as on the date of submission of bids. The format of the Banking Reference is at Annexure 5.

2. Selection criteria

- I. This tender consists of bidding under **“Two Packet System”** consisting of Technical Bid & Financial Bid.

- II. In addition to meeting the technical & financial eligibility criteria mentioned at Para 1 of “Special Conditions of Contract” of this tender document, the bidder shall be required to score a **minimum Technical score (ST) of 70 (seventy)** failing which the bid will not be considered for commercial bid evaluation and the bid will be rejected.
- III. Each Technical Bid, that complies with technical and financial eligibility criteria, will be assigned a **Technical Score (ST)** out of a maximum of 100 points as per the evaluation criteria mentioned under Para 3 of “Special Conditions of Contract” of this tender document.
- IV. The Bidder shall be selected on the basis of **Quality cum Cost based Selection (QCBS) Method**, whereby technical proposal will be allotted weightage of **70%** and financial proposal will be allotted weightage of **30%**.
- V. The lowest financial proposal (FM) will be given a **Financial score (SF)** of 100 points. The financial scores of other proposals will be computed as follows:
SF = 100 x FM/F (F = amount of Financial Proposal of the applicant)
- VI. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up. Proposals will be given a rank according to their Combined Score (S1) calculated from technical (ST) and financial (SF) scores as follows:
S1 = ST x 0.70 + SF x 0.30
- VII. The successful bidder (First Ranked Bidder), with highest Combined Score (S1) will be issued Letter of Acceptance (LOA), by email and/or by post, for the acceptance of its Bid. Upon acceptance of the Letter of Acceptance by the successful bidder in stipulated time, the successful bidder will be asked to submit the Performance bank Guarantee and sign the Draft Agreement.

Note:

1. Works done for Central Government/ State Government / Public Listed Companies/Private Company/ Trusts/ PSU/ Other Government Institutions shall be accepted.
2. Copy of work orders/contract/Work experience certificates/client letters for satisfactory completion of work shall be accepted from only those Public Listed company/Private company/ Trusts whose annual turnover is Rs 500 crores or more in any of the last 4 financial years, subject to the same being issued by their Head office by a person of the company duly enclosing his authorization by the management for issuing such credentials.
3. * To prove the requisite financial turnover, the tenderer can also submit attested Certificate from the concerned department / client. Client certificate should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.
4. **Penalty clause for rejected samples/ material offered by the Bidder:** In case, the material offered for inspection by the Firm fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right

to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd and final inspection also, the Firm will be liable for penal action including forfeiture of security, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier Firm.

5. **Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ Firms:** A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ Firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O No.2/2/2016-4I-B II of dated 25.07.2016 (Annexure-9) and as amendment vide G.O. No. 2/2/2016-4IB-II dated 27.08.2021 (Annexure-9-A). All the bidders/ Firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their As per NIT/ Not as per NIT status. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/ complaint in whatsoever manner from the bidders/ Firms will be entertained after the opening of Financial Bid.
6. **Preference to Make in India:** - The public procurement in the State in reference to "Preference to make in India" shall be governed by Govt. Order No.02/08/2020-4IB-II dated 18.11.2020 (Annexure-11) or as amended from time to time in this regard.
7. **Restriction in Public procurement from bidders of certain Countries:-** The restriction on procurement from bidders from a Country or Countries on grounds of Defence of India or matters directly or indirectly related thereto including National Security shall be governed by Govt. Order No.02/09/2020-4IB-II dated 10.12.2020 (Annexure-12) or as amended from time to time in this regard.

4. Identification of a core team of personnel for the entire duration of the project

1. The core team personnel shall mean those resources having authority and responsibility for planning, directing and controlling the activities related to, development, implementation, operating and managing various functionalities of Citizen Centricity Program.
2. No Core team member or Key Personnel shall be changed without the prior written consent of HIPA unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc. In the event of such unavoidable circumstances, the outgoing

personnel will be replaced by the bidder with a personnel of same or better profile.

3. In case HIPA request that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
4. The bidder shall ensure to deploy “the right mix and required number of resources” that will be required to “deliver as per the timelines & Scope of work “as defined in this tender. However, the bidder must provide mandatorily, for a core team of personnel wherein each core team member shall have a clearly demarcated role in the project. The minimum constitution of the core team, along with the required minimum qualification and experience of each core team member is given below in **Table “A”**.

Table “A”

SN	Role	Brief Responsibility	Minimum Qualification & Experience
1.	Project Director at the level of Partner/ Director (Overall Team Lead)	Guide and advise HIPA about the progress of the project, potential bottlenecks and of ways to address them	<p>Post Graduate/Masters’ degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or other relevant discipline.</p> <p>25 Years of Total experience in consulting/ advisory assignments</p> <p>10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management</p> <p>Involved in at least three mindset change and capacity building projects</p>
2.	Project Manager cum Client Engagement Lead	<ul style="list-style-type: none"> • Oversee and supervise the tasks carried out by the team • Coordinate with HIPA Officials/ other stakeholders to ensure the activities are undertaken as planned • Intervention - Prepare detailed implementation 	<ul style="list-style-type: none"> • Post Graduate/Masters’ degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or other relevant discipline. • 25+ Years of Total experience in consulting/ advisory assignments • 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management • Experience as Project/Program Manager in at least three Capacity

		<p>roadmap and update it as required</p> <ul style="list-style-type: none"> • Project Planning & Resourcing - Guide and advise HIPA about the progress of the project, potential bottlenecks and of ways to address them • Contract Management - Ensure that all activities are aligned to relevant guidelines and are executed as per the timelines agreed 	<p>Building/Change Management projects</p>
3	Mindset and behavior change expert	<p>Ensure that the mindset behavior challenges associated with Citizen Centricity well understood and appropriate solution development</p>	<p>Doctorates in social sciences (preferred) in 10 years of work experience and involved in at least three mindset/ behavior change projects</p>
4	Learning and Content Lead	<ul style="list-style-type: none"> • Shall be responsible for leading the Learning solutions and Content • Some of the deliverables that would be the responsibility of Learning and Content Lead are • Learning Architecture • Program • Class Engagement Toolkits • Media Products • Digital Learning Products • Rapid Prototyping 	<ul style="list-style-type: none"> • 15+ Years of Total experience in consulting/ advisory assignments as part of Learning and content • 10+ years of relevant experience as Learning and Content Lead in Mindset Change/ Skill Development, Capacity Building/ Change Management • Experience as Lead Learning and Content in at least three Capacity Building/Mindset Change projects.

5	Technology & Analytics Enablement Lead	<p>The responsibilities would include</p> <ul style="list-style-type: none"> • Intervention Analytics • Audits • Digital Tools • User Engagement • Technology Architecture & • Prototyping & Testing • Ongoing Support 	<ul style="list-style-type: none"> • B.E. / B. Tech in any discipline • 10+ Years of Total experience in Technology & Architecture, Deployment and Testing • 5+ years of relevant experience in analytics/business intelligence role • Experience as Technology & Analytics Enablement Lead in at least three technology driven interventions
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5. The bidder must furnish the undertaking on Personnel, as per Annexure 9 of this tender document.
6. The bidder must furnish the CVs of the core team members as per format given in Annexure 3

5. Payment Schedule and Milestones

The payment shall be made by HIPA against the invoice of the Bidder as per the payment terms mentioned below:

S. N	Milestone	Payment	Payment Criteria
1	Development of 3 Training Modules of 1.5 hours duration each & Preparation of a Bi-lingual takeaway booklet	30 % of quoted Total Contract Value	Sign-off from the HIPA on the and development of 3 Training Modules of 1.5 hours duration each & Bi-lingual takeaway booklet
2	Capacity transfer of teaching methodology to HIPA's 2000 master trainers	20% of quoted Total Contract Value	Completion of the Train the Trainer programs for requisite number of HIPA's identified officers/officials who anchor the rollout into the organization
4	Provision of support services to ensure consistent quality of delivery of program and regular generation of progress reports (50% completion)	15% of quoted Total Contract Value	Training for 1.5 lakh field staff to be covered in the first 60 days

5	Provision of support services to ensure consistent quality of delivery of program and regular generation of progress reports (Remaining 50%)	15% of quoted Total Contract Value	Completion of training for balance 1.5 lakh field staff to be covered in the balance 60 days
6	Preparation of a comprehensive Training Report which will dovetail into impact assessment findings (to be done by third party, whose selection will be done by HIPA).	10% of quoted Total Contract Value	HIPA plans to deploy an independent agency/committee to conduct an impact assessment of the intervention. Document evidencing completion of the and implementation of the impact assessment study in collaboration with the third party,
7	Editing and broadcasting of 40 Video Clips (each of 3-5 minutes duration)	10% of quoted Total Contract Value	Editing and broadcasting of 40 Video Clips (each of 3-5 minutes duration), which will be prepared based on training content and messages of eminent speakers to be sent on Whatsapp to all trainees. This will be for follow up nudging post training. Such messages may repeated on multiple occasions, till 25th December 2023.

6. Other Terms & Conditions

- 6.1 Joint Venture bidders (JV bidders) and Consortiums are not allowed to participate in this tender.
- 6.2 It is a service project and not simply a project involving supply of goods. Hence, basically the payment will be made only if services are rendered by the Firm as agreed upon.
- 6.3 All the payments to the Firm will be made as per the Payment Schedule and Terms of Payment upon submission of invoices that are verified by HIPA along with the relevant sign-offs.
- 6.4 In the event of the premature termination of the agreement post-commencement of the operations, the Firm would be eligible to be paid as per the payment terms for the completed milestones only.
- 6.5 Payment request will be considered only after sign off given by HIPA.
- 6.6 Other conditions of the tender will be as per latest version of "General Conditions of Contract for Services", issued by the State Government of Haryana.

7. Time Period of the Project

The time allowed for carrying out the work will be fixed as per the timelines provided in Chapter 4 of this tender document. No extension of time, beyond the stipulated time of the completion of the work will be allowed, except with prior approval of the HIPA, in writing.

8. Evaluation of Work

8.1 From time to time during the progress of the work, all evaluations would be carried-out by the HIPA or their authorized representatives. Such evaluations shall be signed and dated by the HIPA or their representatives in token of their acceptance.

8.2 If the Firm objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

8.3 If for any reason, the representatives of Firm are not available and the work of evaluation is suspended by the HIPA, the HIPA shall not entertain any claim from the Firm or any loss or damages on this account.

8.4 If the authorized representatives of the Firm do not remain present at the time of such evaluations despite the Firm has been given a notice in writing 3 (three) days in advance or the Firm fails to counter-sign or to record objection within a week from the date of the evaluation, then such evaluations recorded by the HIPA or its Authorized representatives shall be deemed to be accepted by the Firm.

8.5 The Firm, without extra charge, shall provide all assistance with every appliance, labour and other things necessary for evaluation of work.

9. Conflict in Specifications

In case of any conflict observed by the Firm in requirements/deliverables during the implementation of the project, the Firm shall notify the same to the HIPA. In this regard, decision of the HIPA will be final and binding on the bidder.

10. Working Schedule

10.1. The resources to be deployed by the Firm for the Project can work off-site as well, depending upon the resource deployment plan mutually agreed between the Firm and the HIPA.

10.2. If working on-site, the schedule would be as follows:

- Weekday (Monday to Saturday): 09:00 AM TO 6:00 PM (Permission for extended hours may be sought, if required).
- Sunday or HIPA Holidays: Work site will be available round the clock for work, if required.

11. Time Schedule and Progress

11.1. Firm shall mobilize and employ sufficient resources for completion of the project as per the required timelines. No additional payment will be made to the Firm for any multiple shift work or other incentive methods contemplated

by him in his work schedule even though the time schedule is approved by the HIPA.

11.2. Firm shall adhere to the following Reporting and Monitoring mechanism:

Monitoring activity	Description	Activity Frequency
1. Project Review Meeting	<ul style="list-style-type: none"> a. The review meeting shall be held between representatives from the HIPA, and the Firm. b. The purpose of these meetings would be to review project progress vis-à-vis the work plan, identifying roadblocks and ensuring resolution of identified issues / challenges, if any. c. Further, they shall ensure completion of Project as per Scope of Work. 	Fortnightly, or as may be notified by the HIPA
2. Project Review Report	<ul style="list-style-type: none"> a. The Firm would be required to report on the status of the various milestones, deliverables, activities etc. b. The report would be required to reflect on project progress vis-à-vis the work plan, any roadblocks being faced by the Firm, proposed actions for resolution of identified issues / challenges, dependencies on the Firm and the HIPA, etc. 	Fortnightly/ Monthly, or as may be notified by the HIPA

In addition to Point 2 above, the HIPA may request for any other Project related reports / information / data from the Firm. The Firm shall not unreasonably reject such request from the HIPA.

CHAPTER 8

Draft Agreement



**OFFICE OF THE DIRECTOR GENERAL
HARYANA INSTITUTE OF PUBLIC ADMINISTRATION
PLOT NO. 76, SECTOR 18, GURUGRAM**

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1. Master Services Agreement

This Agreement along with all its Schedules, Annexures, and Appendices (hereinafter referred to as the “**Agreement/MSA**”, as defined hereinafter) is made on this <<day>> day of <<month>>, 2023 by and between:

- I. Director General, Haryana Institute of Public Administration (HIPA) (hereinafter called the “**Purchaser**” or “**HIPA**”) being the Party of the FIRST PART;

AND

- II. <Name of the Firm> having its registered office at <address> and place of business at <address> hereinafter referred to as “**Firm**”, which expression, unless excluded or the context otherwise required hereof includes its successors, administrators and assigns) represented through its <Name & designation of authorized person>, who is duly authorized to sign and execute this contract, being the Party of the SECOND PART.

HIPA and Firm shall independently be called as “Party” and jointly as “Parties”.

WHEREAS

- I. HIPA intends to implement the project as per the scope of work defined in the Tender Document.
- II. In furtherance of the same, HIPA undertook the selection of a Firm through a competitive bidding process for implementing the Project and on this behalf issued the tender document dated
- III. The successful bidder has been selected as a Firm to undertake and implement the overall project as per the scope of work defined in the Tender Document and based on the proposal dated submitted by the successful bidder.
- IV. The Firm in pursuance of its proposal undertakes to implement the proposed project as per the scope of work defined in the Tender Document on the terms and conditions set forth below.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

HIPA and the Firm have agreed to enter into this Agreement to govern how the Firm will deliver the project as specified under this Agreement and as per the Tender Document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives.

For and on behalf of HIPA

For and on behalf of the Firm

An authorized signatory duly nominated pursuant to Board Resolution No.

(<<Name>>)

(<<Name>>)

<<Designation>>

<< Designation >>

<<Firm's Name>>

Date:

Date:

Place:

Place:

Witnessed by:

Witnessed by:

1.

1.

2.

2.

2 Definitions, Interpretations, and Others

2.1 Definitions: In this Agreement, unless the context otherwise requires

The terms used in this Agreement shall be interpreted as indicated in Schedule I of the Agreement.

2.2 Interpretations

In this Agreement, unless otherwise specified:

- I. References to Clauses, Sub-Clauses, Paragraphs, Schedules, and Annexures are to clauses, sub-clauses, paragraphs, schedules, and annexures to this Agreement;
- II. Use of any gender includes the other genders;
- III. References to a 'Firm' shall be construed so as to include any Proprietorship Firm, Partnership Firm, Company, LLP (Limited Liability Partnership) or Registered Society, duly established and incorporated;
- IV. References to a '**person**' shall be construed to include any individual, partnerships, Firms, companies, public sector units, Corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes, and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively, and to each of them individually.
- V. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

- VI. Any reference to a ‘**day**’ (including within the phrase ‘business day’) shall mean a period of 24 hours running from midnight to midnight;
- VII. References to a ‘**business day**’ shall be construed as a reference to a day (other than a Sunday/holiday) on which HIPA office, its regional offices, and other field units are generally open for business;
- VIII. References to times are to Indian Standard Time;
- IX. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated, or supplemented at any time; and
- X. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- XI. The words importing singular shall include the plural and vice versa;
- XII. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Article or Schedule. The words "include" and "including" shall not be construed as terms of limitation;
- XIII. The words "in writing" and "written" mean "in the documented form", whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include fees of the professional assistants of such attorneys;
- XIV. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement;
- XV. Any reference at any time to any agreement, deed, instrument, license, or document of any description shall be construed as a reference to that agreement, deed, instrument, license, or another document as amended, varied, supplemented, modified, or novated at the time of such reference;
- XVI. Unless otherwise stated, any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include either such days or dates;
- XVII. A reference to knowledge of a person includes Information that a reasonable person in the circumstances of that person would have known by reasonable inquiry;

2.3 Agreement Documents

- I. The following documents shall be deemed to form and be read and construed as part of the Agreement,
 - a. This Agreement between Firm and the HIPA, SLA, and all the attached Schedules, Annexures.
 - b. The Tender/NIT issued on date the addenda, corrigendum, and pre-bid clarifications issued subsequent to the release of Tender Document.
 - c. The Proposal/Offer dated..... including undertakings submitted by Firm, subsequent clarifications submitted by Firm, and the

technical presentation submitted by the Firm in response to the Tender/NIT.

- d. The financial Proposal submitted by the Firm in response to the Tender/NIT dated
- e. Letter of Award and Work Order issued for the Firm, No: and dated

2.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- I. As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- II. As between the provisions of Tender Document and any corrigendum issued thereafter, the provisions of corrigendum shall, to that extent only, prevail over the corresponding earlier provision of Tender Document;
- III. As between the provisions of this Agreement and the Schedules/Annexures, the purchaser shall have the right to determine which provisions shall prevail and Firm shall be obliged to abide by the decision of HIPA; and
- IV. As between any value written in numerals and that in words, the value in words shall prevail.
- V. In case of conflict between the Tender Document, as amended, and the proposal of Firm, the provisions mentioned in the Tender Document, its annexures, addenda, and pre-bid clarifications issued for the Tender Document shall prevail.

3 Scope of the Work

2.1 In consideration of the award of the work under the Tender to Firm and payments to be made by the Purchaser, to the Firm as hereinafter mentioned, the Firm hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all the respects with the provisions of the Agreement.

2.2 The Purchaser hereby covenants to pay the Firm in consideration of the provision of the Services, the Total Contract Value, or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed under the Agreement.

2.3 Without prejudice to the generality of clause 2.2 above, the Firm is required to provide such services as the Purchaser may deem proper and necessary, during the term of the Agreement, including all such processes and activities which are consistent with the Proposal, the Tender Document and this Agreement and are deemed necessary by the Purchaser, to meet its business requirements (hereinafter 'Scope of Work' including the scope of work specified in the Tender Document and clarification thereof, and Annexures thereof). The definition of the term 'Scope of Work' provided in this section 2.3

shall prevail in case of conflict between the definition provided in this section and elsewhere in the Tender Document.

4 Term and Duration of the Agreement

This Agreement shall come into effect on (Hereinafter the 'Effective Date') and shall continue till ('Term').

5 Conditions Precedent

5.1 Payment obligations to take effect upon fulfilment of Conditions Precedent

The rights of the Firm to receive payments, and the obligation of the Purchaser to make payments under this Agreement, shall take effect only upon fulfilment of all the Conditions Precedent set out in clause 4.2 below. The Purchaser reserves the right to waive any or all of the conditions specified in clause 4.2 below in writing and no such waiver shall affect or impair any right, power, or remedy that the Purchaser may otherwise have.

5.2 The Firm shall be required to fulfil the Conditions Precedent which are as follows:

- (i) Furnishing by the Firm, within 15 days of issuance of Letter of Award by the Purchaser to the Firm, extendable by another 15 days with the approval of the competent authority, an unconditional, irrevocable, and continuing Bank Guarantee equivalent to 3% of the Total Contract Value, in a form and manner acceptable to the Purchaser which would remain valid from the date of issuance till 6 months after the expiry of the Term of the Agreement.
- (ii) Furnishing of such other documents as the Purchaser may specify before the signing of this Agreement.

6 Liquidated Damages and SLAs

The Firm shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels mentioned in the Tender Document. If the Firm fails to achieve the Timelines or the Service Levels due to reasons attributable to the Firm, the Firm shall be liable to pay liquidated damages as per the Tender Document. In case of any delay in the execution of the contract beyond the stipulated time schedule including any extension permitted in writing, HIPA reserves the right to recover from the Firm a sum equivalent to 0.5% of the value of the delayed deliverable of work for each week of delay and part thereof subject to a maximum of 10% of the value of the contract.

7. Approvals and Required Consents

- I. The Firm shall procure, maintain and observe all relevant and regulatory and governmental licenses, clearances, and applicable approvals (hereinafter the "Required Consents") necessary for the Firm to provide the services. The costs of such approvals shall be borne by the Firm normally responsible for such

costs according to local laws, custom, and practices in the locations where the services are to be provided.

- II. Purchaser shall use reasonable endeavours to assist Firm to obtain the required consents. In the event that any required consent is not obtained, the Firm and Purchaser will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for Purchaser to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such required consent is obtained, provided that the Firm shall not be relieved of its obligations to provide the services and to achieve the service levels until the required consents are obtained if and to the extent that the Firm's obligations are not dependent upon such required consents.

8 Use of Assets by the Firm

During the term the Firm shall:

- i. Take all reasonable and proper care of the entire facilities leased/owned/operated by the Firm (for itself or for the Purchaser or on behalf of the Purchaser) exclusively in terms of ensuring their usability for the delivery of the Deliverables and services as per this Agreement (hereinafter the "Assets");
- ii. Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Firm takes control of and/or first uses the Assets and during the entire term of the Agreement;
- iii. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Firm will be followed by the Firm and any person who will be responsible for the use of the Assets;
- iv. Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Firm or as may, in the reasonable opinion of the Firm, be necessary to use the assets in a safe manner;
- v. Ensure that the Assets that are under the control of the Firm, are kept suitably housed and in conformity with the Applicable Law and terms agreed with the Purchaser;
- vi. Procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third-party requirements;
- vii. Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to the Applicable Law.

9 Financial Matters

a. Terms of Payment

- i. Subject to the provisions of this Agreement and subject always to the fulfilment by the Firm of its obligations herein, in consideration of the obligations undertaken by the Firm under this Agreement, the Purchaser shall pay the Firm for the successful

delivery of the Services in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out as **Schedule II** of this Agreement.

- ii. No invoice for extra work/charge order on account of change order will be submitted by the Firm unless the said extra work /change order has been authorized/approved by the Purchaser in writing in accordance with the clause on Change Order.
- iii. In the event of the Purchaser noticing at any time that any amount has been disbursed wrongly to the Firm or any other amount is due from the Firm to the Purchaser, the Purchaser may without prejudice to its rights to recover such amounts by other means, after notifying the Firm to deduct such amount from any payment falling due to the Firm. The details of such recovery, if any, will be intimated to the Firm. The Firm shall receive the payment of an undisputed amount under the subsequent invoice for any amount that has been omitted in the previous invoice by mistake on the part of the Purchaser or the Firm.
- iv. The Purchaser shall not be responsible/obligated for making any payments or any other related obligations under this Agreement to the Firm's vendors. The Firm shall be fully liable and responsible for meeting all such obligations and all payments to be made to its vendors and any other third party engaged by the Firm in any way connected with the discharge of the Firm's obligation under the Agreement and in any manner whatsoever.
- v. All payments are subject to deductions of applicable liquidated damages as provided for in the SLA section of the Tender Document. For the avoidance of doubt, it is expressly clarified that the Purchaser will calculate a financial sum and debit the same against the terms of payment as set out in Schedule II of this Agreement as a result of the failure of the Firm to meet the Timelines and/or Service Level.
- vi. Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services, the Deliverables, obligations, and scope of work mentioned in the Tender Document and this Agreement other than those covered in Schedule II of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of performance of obligations under the Tender Document and Agreement including costs of infrastructure which is to be borne by the Firm as per Terms & conditions in Tender Document, project costs, implementation and management charges and all other related costs including taxes.

b. Invoicing and settlement

- i. The Firm shall submit its invoices in accordance with the following principles:
 - a) Generally, and unless otherwise agreed in writing between the Parties, the Firm shall raise an invoice as per **Schedule II** of this Agreement; and
 - b) Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.
- ii. The Firm alone shall raise an invoice for all the payments after receiving due

approval/ acceptance of the deliverables/ the Services from the Purchaser or any nominated agency. Such invoices shall be correct and accurate and shall be raised in a timely manner.

- iii. Subject to the accomplishment of obligations of the Firm and delivery of the deliverables and the Services to the satisfaction of the Purchaser, payment shall be made by the Purchaser within a reasonable time of the receipt of the invoice along with supporting documents. Payments will be subject to deduction as agreed herein.
- iv. Notwithstanding anything contained in clause (iii) above, the Purchaser shall be entitled to delay or withhold payment of any invoice or part of it where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. Notice of such withholding shall be provided within a reasonable time of receipt of the applicable invoice. The disputed/withheld amount shall be settled in accordance with the escalation procedure as set out in Section 13 of this agreement which shall be settled within a reasonable time after notice of reference. However, the Purchaser shall release the disputed amounts as soon as reasonably possible, upon resolution of the dispute. Any exercise by the Purchaser under this clause shall not entitle the Firm to delay or withhold performance of its obligations or delivery of Deliverables/Services under this Agreement.

c. Tax and Deductions

- a. All payments to the Firm shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes, and deductions as provided for under any law, rule, or regulation. The Purchaser shall provide the Firm with the original tax receipt of any withholding taxes paid by the Purchaser or its nominated agencies on payments under this Agreement within a reasonable time after payment. All costs, damages, or expenses which the Purchaser may have paid or incurred, for which under the provisions of the Agreement, the Firm is liable, the same shall be deducted by the Purchaser from any dues to the Firm. All payments to the Firm shall be made after making necessary deductions as per terms of the Agreement, including recovery of mobilization advance if any, and recoveries towards facilities if any, provided by the Purchaser to the Firm on a chargeable basis.
- b. The Firm shall bear all personnel taxes levied or imposed on its personnel, vendors, Firms, etc. on account of payment received under this Agreement. The Firm shall bear all corporate taxes, levied or imposed on the Firm on account of payments received by it from the Purchaser for the work done under this Agreement. The Firm shall bear all taxes and duties etc. levied or imposed on the Firm under the Agreement including but not limited to Customs duty, Excise duty, and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of

final price bid, i.e., on account of payments received by him from the Purchaser for work done under the Agreement. It shall be the responsibility of the Firm to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Firm shall also provide the Purchaser such information, as it may be required in regard to the Firm's details of payment made by the Purchaser under the Agreement for proper assessment of taxes and duties. The Firm shall bear all the taxes if any, levied on the Firm's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Firm original certificates (Challans) for tax deduction at source and paid to the Tax Authorities. The Firm agrees that it shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Agreement.

- c. The Firm agrees to reimburse and hold the Purchaser or its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees), etc. arising out of deficiency (including penalties and interest) in payment of taxes that are the Firm's responsibility.
- d. The payment agreed to be made by the Purchaser to the Firm in accordance with the Proposal shall be inclusive of all statutory levies, duties, taxes, and other charges whenever levied/applicable and the Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Agreement and/or Services. In case of change in taxes due to change in law, appropriate Parties shall pass the benefit of the same over and above the Total Contract Value. In case of such change, the Firm shall submit a formal request with necessary supporting documents to the Purchaser. The Purchaser shall verify these documents and if applicable and approved in writing by the Purchaser, the Firm shall incorporate such changes into subsequent regular invoices for payment.

10 Termination

a. Termination for default

- a. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Firm, terminate the contract in whole or part: if the Firm fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the HIPA pursuant to conditions of the contract or if the Firm fails to perform any other obligation(s) under the Contract.
- b. In the event Purchaser terminates the Contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those not delivered by the Firm and the Firm shall be liable to bear any excess costs for such similar systems or

services. However, the Firm shall continue the performance of the contract to the extent not terminated.

b. Termination of this Agreement due to bankruptcy of Firm

Where the Firm's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Firm, any failure by the Firm to pay any of its dues to its creditors, the institution of any winding up proceedings against the Firm or the happening of any such events that are adverse to the commercial viability of the Firm, the Purchaser shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor Firm, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

c. Rights other than Termination

The termination hereof shall neither affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination. The termination provisions set out in this Clause are in addition to any termination rights that the Purchaser may have under this Agreement/tender document and are in addition to, and without prejudice to, other rights that the Purchaser may have under law and this Agreement.

11 Force Majeure

a. Definition of Force Majeure

The Firm or the Purchaser, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

b. Force Majeure Events

A Force Majeure Event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- i. Is beyond the reasonable control of the affected Party;
- ii. Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- iv. Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- v. May be classified as all or any of the following events:
- vi. Such events include:
 - a) Act of God like earthquake, flood, inundation, landslide, storm, tempest,

- hurricane, cyclone, lightning, thunder, or volcanic eruption that directly and adversely affect the performance of services by the Firm under this Agreement;
- b) Radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the Firm's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the Firm under this Agreement;
 - c) Industry-wide strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances, as the case may be, not arising on account of the acts or omissions of the Firm and which directly and adversely affect the timely implementation and continued operation of the Project; or
 - d) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of a foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days that directly and adversely affect the performance of services by the Firm under this Agreement.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Firm under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrences shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in the performance of Services that directly causes any breach of security like hacking shall not be considered as arising due to forces of nature and shall not qualify under the definition of "Force Majeure". The Firm will be solely responsible to complete the risk assessment and ensure the implementation of adequate security hygiene, best practices, processes, and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

c. Notification procedure for Force Majeure

- i. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of the occurrence of such event. If the other party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause
- ii. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

d. Allocation of costs arising out of Force Majeure

- i. Upon the occurrence of any Force Majeure event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- ii. Upon the occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
 - a) Upon the occurrence of an event mentioned in clause 10.2 (i), (ii), (iii), and (iv), the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - b) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands, and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.

e. Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Party informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

12 Confidentiality

- i. The Purchaser may allow the Firm to utilize highly Confidential Information including confidential public records and the Firm shall maintain the highest level of secrecy, confidentiality, and privacy with regard to such Confidential Information. The Firm shall use its best efforts to protect the confidentiality, integrity, and proprietary of the Confidential Information.
- ii. Additionally, the Firm shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management, and maintenance of the systems/facilities. The Firm shall use the information only to execute the Project.
- iii. The Purchaser shall retain all rights to prevent, stop and if required take the necessary punitive action against the Firm regarding any forbidden disclosure. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Firm in relation to a dispute arising out of breach of obligation by

the Firm under this clause.

- iv. The Firm may only disclose the Confidential Information in the following circumstances:
 - a) with the prior written consent of the Purchaser;
 - b) to a member of the Firm's Team ("Authorized Person") provided the Authorized Person needs to know the Confidential Information for the accomplishment of the Services and the Authorized Person has executed a confidentiality agreement with the Purchaser prior to receiving such information; and
 - c) if and to the extent that the Firm is compelled legally to disclose the Confidential Information.
- v. When the Firm is aware of any steps being taken or considered to compel legally the Firm or an Authorized Person to disclose the Confidential Information, it shall:
 - a) To the extent legally permitted, defer and limit the disclosure with a view to preserving the confidentiality of the Confidential Information as much as possible;
 - b) Promptly notify the Purchaser; and
 - c) Do anything reasonably required by the Purchaser to oppose or restrict that disclosure.

The Firm shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of the Purchaser.

13 Miscellaneous

a. Personnel

- i. The personnel assigned by the Firm to perform the Services shall be employees of the Firm and under no circumstances shall such personnel be considered employees of the Purchaser or its nominated agencies. The Firm shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, provident fund, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to the Applicable Law.
- ii. The Firm shall ensure that the Firm's team is competent and professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Agreement. The Firm shall ensure that the Services are performed through the efforts of the Firm's team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Agreement relieves the Firm from its liabilities or obligations under this Agreement to provide the Services in accordance

with the Purchaser's directions and requirements and as stated in this Agreement and the Proposal to the extent accepted by the Purchaser, the Firm shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting from either directly or only in case of gross negligence or wilful misconduct, indirectly by or on account of its team.

- iii. The Firm shall appoint any individual as its authorized representative through a written notice to the Purchaser. The Firm's Representative shall have the authority to exercise all of the powers and functions of the Firm under this Agreement other than the power to amend this Agreement and ensure the proper administration and performance of the terms hereof and to bind the Firm in relation to any matter arising out of or in connection with this Agreement. The Firm along with its vendors/third parties shall be bound by all undertakings and representations made by the authorized representative of the Firm and any covenants stipulated hereunder, with respect to this Agreement, for and on their behalf. The Firm's representative shall have all the power requisite for the performance of the work under this Agreement. The Firm's Representative shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. The Firm's Representative will extend full co-operation to the Purchaser's representative for supervision/ inspection/ observation of the equipment/ material procedures, performance, reports, and records pertaining to the works. The Firm shall comply with any instructions that are given by the Purchaser's representative during the course of this Agreement in relation to the performance of its obligations under the terms of this Agreement and the TENDER DOCUMENT. The Firm's representative shall also have complete charge of the Firm's personnel engaged in the performance of the works and to ensure compliance with rules, regulations, and safety practices. The Firm's representative shall also cooperate with the other service providers/contractors of the Purchaser. Such Firm's representative shall be available to the Purchaser's Representative during the execution of Services.
- iv. The Firm shall be fully responsible for the deployment, transportation, accommodation, and catering of all its employees required for the execution of the work and for all costs/charges in connection thereof.

b. Independent contractors

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- i. Incur any expenses on behalf of the other Party;
- ii. Enter into any engagement or make any representation or warranty on behalf of the other Party;

- iii. Pledge the credit of or otherwise bind or oblige the other Party; or
- iv. Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

c. Assignment

- i. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Purchaser and the Firm and their respective successors and permitted assigns.
- ii. Except as otherwise expressly provided in this Agreement, the Firm shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- iii. The Purchaser may assign or novate all or any part of this Agreement and Schedules/ Annexures, and the Firm shall be a party to such novation, to any third party contracted to provide outsourced services to the Purchaser or any of its nominees.

d. Notices

- i. Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email, or by facsimile transmission.
- ii. In relation to a notice given under this Agreement, any such notice or other documents shall be addressed to the other Party's principal or registered office address as set out below:

To Firm -

Name: _____
Designation: _____
Address: _____
Tel: _____
Fax: _____
Email: _____

To Purchaser -

Name: _____
Designation: _____
Address: _____
Tel: _____
Fax: _____
Email: _____

- iii. In relation to a notice given under this Agreement, a Party shall specify the Party's address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

- iv. Any such notice or another document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- v. Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number, and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

e. Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement, including all fees of agents, legal advisors, accountants, and actuaries employed by either of the Parties in connection with the negotiation, preparation, and execution of this Agreement shall be borne solely by the Party which incurred them.

f. Entire Agreement

This Agreement with all Schedules and Annexures appended thereto and the contents and specifications of the Tender Document constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraud, misrepresentation, and corrupt practice.

g. Amendment

Any amendment to this Agreement shall be made by mutual written consent of the Parties.

h. Conflict of Interest

The Firm shall ensure that the Firm shall hold the Purchaser's interests paramount, without any regard for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. The Firm shall disclose to the Purchaser in writing, all actual and potential conflicts of interest (as such term is detailed in the Tender Document) that exist, arise, or may arise (either for the Firm or the Firm's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict and shall seek instructions from the Purchaser.

14 Governing Law and Dispute Resolution

- i. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.
- ii. Parties shall use all reasonable efforts to amicably resolve and settle any dispute arising out of or in relation to or in connection with this Agreement by referring the dispute to the competent authority.
- iii. In the case of dispute arising out of or in relation to or in connection with the Agreement between the Purchaser and the Firm, which has not been settled in accordance with Clause 13 (ii) above within 15 days from the date of reference of the dispute to the competent authority, any Party can submit the dispute for arbitration to Director General/ HIPA who shall appoint a suitable arbitrator acceptable to both the parties as per provisions of the General Conditions of Contract for Services, 2018 (along with all its amendments so far.)
- iv. The arbitration shall be conducted in Haryana in accordance with the Rules and Procedures of the Arbitration and Conciliation Act of 1996 as amended by the Arbitration and Conciliation (Amendment) Ordinance, 2015 or any re-enactment or modification thereof.
- v. Arbitration proceedings shall be held at a mutually agreed location and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- vi. The decision of the arbitrator shall be final and binding upon both Parties. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the Purchaser and the Firm. However, the expenses incurred by each Party in connection with the preparation, shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written:

For and on behalf of Purchaser (FIRST PARTY)

Signature:
Name:
Designation:

In witness of:
Signature:
Name:
Designation:
Address:

For and on behalf of Firm (SECOND PARTY)
Signature:
Name:
Designation:

In witness of:
Signature:
Name:
Designation:
Address:

15 Schedules

a. Schedule I – Definitions

- 1) 'Agreement' means this Master Services Agreement and includes the Tender Document, the Proposal, the Letter of Award issued by the Purchaser, the Acceptance of Letter of Award from the Firm together with all Annexures, Schedules, referenced documents and all amendments, corrigendum, addendums and changes thereto;
- 2) 'Applicable Law(s)' means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
- 3) 'Assets' shall have the same meaning ascribed to it in Clause 7;
- 4) 'Confidential Information' means all information including Purchaser's Data (whether in written, oral, electronic, or other formats) which relates to the technical, financial, and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed

to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);

- 5) 'Control' means, in relation to any business entity, the power of a person to secure:
 - a. by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or
 - b. by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first-mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one-half of the assets, or of more than one half of the income, of the partnership;
- 6) 'Deliverables' means the documents and services etc. agreed to be delivered by the Firm in pursuance of the Agreement as defined more elaborately in the Tender Document and includes all documents related to the user manual, technical manual, , process, and operating manuals, service mechanisms, policies and guidelines (such as security-related, data migration-related), inter alia payment and/or process-related, etc., source code and all its modifications;
- 7) 'Effective Date' shall have the same meaning ascribed to it in Clause 3;
- 8) 'Force Majeure' shall have the same meaning ascribed to it in Clause 10;
- 9) 'Parties' means the Purchaser and the Firm for the purposes of this Agreement and "Party" shall be interpreted accordingly;
- 10) 'Performance Bank Guarantee' or 'PBG' means the performance bank guarantee to be provided by the Firm to the Purchaser as provided in the Tender Document;
- 11) 'Project' means, Development, and Implementation of implementation of Mission Karmayogi Haryana for employees of Haryana Government/Board & Corporations, specified in the Tender Document;
- 12) 'Proposal' shall have the meaning ascribed to such term in WHEREAS clause of this Agreement;
- 13) 'Purchaser' shall have the meaning ascribed to such term in Parties clause of this Agreement;
- 14) 'Tender Document' shall have the meaning ascribed to such term in the WHEREAS clause of this Agreement;
- 15) 'Scope of Work' means the Services, Deliverables, and other products and services to be provided by the Firm as specified in the Tender Document;

- 16) 'Services' means the services delivered or to be delivered by the Firm as specified in the TENDER DOCUMENT and includes any Deliverables to be provided as part of the Services or Scope of Work;
- 17) 'Service Level(s)' means the service level parameters and targets and other performance criteria which will apply to the Services and Deliverables as described in the Tender Document;
- 18) 'SLA' or 'Service Level Agreement' means the service level agreement specified in the Tender Document;
- 19) 'Term' shall have the same meaning ascribed to it in Clause 3;
- 20) 'Timelines' means the project milestones for the performance of the Scope of Work and delivery of the Services as described in the Tender Document;
- 21) 'Total Value of Contract' means [_____] i.e. the amount quoted by the Firm (inclusive of taxes) in its commercial proposal.
- 22) 'Firm' shall have the meaning ascribed to such term in the Parties clause of this Agreement.

b. Schedule II – Project Deliverables and Payment Schedule

- i. Project Deliverables – As per chapter 4 of the tender document
Payment Schedule –As per clause 5 of chapter 6 of the tender document.

Chapter 9: ANNEXURES

Annexure 1: Certified Statement on Manpower Capability

Annexure 2: Undertaking of not being Ineligible / banned / blacklisted / debarred

Annexure 3: Curriculum Vitae (CV) of Proposed Core Team Members

Annexure 4: Format for Power of Attorney

Annexure 5: Format for banking reference

Annexure 6: Format for mandatory declaration

Annexure 7: Format for PBG

Annexure 8: Conflict of interest declaration

Annexure 9: Undertaking on personnel

Annexure 10: Checklist for Technical proposal.

Annexure-1

Certified Statement on Manpower Capability

(To be submitted on the Letter head of the bidder)

Dated:

To,

The Director General
Haryana Institute of Public Administration
Plot No. 76, Sector-18
Gurugram, Haryana (122015)

Subject: Statement on Manpower Capability

Sir/Madam,

This is to certify that the number of full-time employees having experience in Consultancy and related Services such as Capacity Building/ Change Management/ Skill Training/ Organizational Transformation/ Mindset Change cum Centricity in <<Bidder's Name>> is minimum Twenty five (25) as on 31.01.2023. Details are as under:

Sr. No.	Name	Qualification	Experience (in completed months)	Area of Expertise

For <Bidder's Name>
HR Signature (with Organization Stamp)
HR Name

Annexure-2

Undertaking of not being Ineligible / banned / blacklisted / debarred

(To be submitted on the Letterhead of the Bidder)

Dated:

To,
The Director General
Haryana Institute of Public Administration
Gurugram

Sub: Undertaking of not being Ineligible / banned / blacklisted / debarred

Sir/Madam,

I/We declare that our Firm is not ineligible / banned / blacklisted / debarred in any manner whatsoever by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other autonomous organization of Central or State Government as on Bid submission date.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Bidder:

Full Address:

Firm's Seal:

Annexure-3

Curriculum Vitae (CV) of Proposed Core Team Members

S. No	Type of Information Required	Details Submitted			
1.	Name of the Person				
2.	Proposed Role in the Project				
3.	Academic Qualifications* (* Details to be provided for all the relevant degrees)	Degree	Year of Passing	Institution/ University	Specialization (If Any)
4.	Professional Certifications (if any)				
5.	Total Experience (Years)				
6.	Number of Years with the Current Employer				
7.	Summary of the Professional Experience				
8.	Employment record (Details to be provided for all the employers till date)	From - To	Employer	Position Held	
9.	Past Assignment Details (Details to be provided for all the Projects/Assignments till date)				
	Project name				
	Client				
	Key project features in brief				
	Location				
	From-To (Duration)				
	Role				
Responsibilities and activities					

Annexure – 4

POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

(To be executed on non-judicial stamp paper of Rs 100. The stamp paper should be in the name of the Firm who is issuing the Power of Attorney in favour of Authorized Signatory).

POWER OF ATTORNEY

Know all men by these present, we do hereby constitute, appoint and authorize Mr./Ms. who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of including signing and submission of all documents and providing information/ responses to HIPA, Gurugram, representing us in all matters, dealing with HIPA in all matters in connection with our Tender for the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this. day of 2023.

Place:

(Signature.....,

**Name& Designation in Block letters of
Person authorized to sign Power of Attorney
for and on behalf of the Applicant Tenderer)**

Common Seal of Firm

I accept.

(Signature of Authorized Signatory)

Name, Designation, mobile number and email of Authorised signatory

Witness:

Witness 1:

Name:

Address:

Witness 2:

Name:

Address:

Occupation:

Occupation:

Notes:

(a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

(c) The obligations to HIPA will not be affected by changes in the composition of the Firm made subsequent to the opening of the tender / execution of the contract and / or grant of Revised Power of Attorney, if any, by the tenderer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the Tender Issuing Authority / Contract Signing Authority as the case may be.

Annexure 5

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

BANK CERTIFICATE

This is to certify that M/s is a reputed Firm with a good financial standing.

If the contract for the work, namely.....is awarded to the above Firm, we shall be willing to provide overdraft / credit facilities to the extent of..... to meet their working capital requirements for executing the above contract.

___ **Sd.** ___

Name of Bank: _____

Senior Bank Manager _____

Address of the Bank _____

Annexure 6

Undertaking for Truthfulness/ Correctness of the DOCUMENTS submitted/uploaded by the tenderer along with the tender

(The undertaking should be on a non-judicial stamp paper of Rs 100/-)

I..... (Name and designation)* appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s.....(hereinafter called the tenderer) for the purpose of the Tenderer documents for the work of.....as per the tender No.of (HIPA), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under

1. I/We the tenderer (s) am/are signing this document after carefully reading the
- 2 I/We the tenderer(s) also accept all the conditions of the tender and have
3. I/We hereby declare that I/we have downloaded the tender documents from HIPA website etenders.hry.nic.in and hipaco.in. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract the master copy available with the HIPA Administration shall be final and binding upon me/us.
4. We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of up to five year. Further, I/we (insert name of the tenderer)**.....and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance

guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

SEAL AND SIGNATURE

OF THE TENDERER

Place

Dated:

**** The contents in italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.**

Annexure 7

Performance Bank Guarantee for Contract Performance

BANK GUARANTEE NO.: _____

Dated:

To,
Director General
Haryana Institute of Public Administration
Gurugram

Whereas, <name of the bidder> (hereinafter called “the Bidder”) has undertaken, in pursuance of tender bearing no. <tender number> dated <Date> to provide services for “, **development, and implementation of Mission Karmayogi Haryana for Employees of Haryana Government / Boards & Corporation for HIPA**” to HIPA (hereinafter called “the beneficiary”).

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition

or modification.

This Guarantee shall be valid until <<Insert Date>>

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

(Name, Designation, Address, Seal, Date,)

ANNEXURE 8

Undertaking on Conflict of Interest

(To be submitted on the Letterhead of the bidder)

Dated:

To,
Director General
Haryana Institute of Public Administration
Gurugram

Sub: Undertaking on Conflict of Interest

Sir/Madam,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with the HIPA.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold HIPA harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by HIPA and/or its representatives, if any such conflict arises later.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Firm's Seal:

Annexure 9
Undertaking on Personnel

(To be submitted on the Letterhead of the bidder)

Dated:

.....

To,
Director General
Haryana Institute of Public Administration
Gurugram

Madam,

Sub: Undertaking on Personnel

1. I/We do hereby undertake that those persons whose CVs have been submitted as part of technical proposal shall be deployed during the project as per our bid submitted in response to the tender.
2. I/We undertake that any of the above personnel shall not be removed or replaced without the prior written consent of the HIPA unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
3. Under exceptional circumstances, if the above personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by the HIPA. The HIPA will have the right to accept or reject these substitute profiles.
4. I/We also undertake to staff the project with competent team members in case any of the proposed team members leave the project either due to voluntary severance or disciplinary actions against them.
5. I/We acknowledge that the HIPA have the right to seek the replacement of any member of the project team being deployed by us, based on the assessment of the HIPA that the person in question is either incompetent to carry out the tasks expected of him/her or does not really possess the skills /experience/qualifications as projected in his/her profile or found to breach the ethics.
6. In case I/We assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Firm's Seal:

Annexure 10

Checklist of documents to be submitted along with the bid

(Non-submission of any of the listed documents would render the bid non responsive and liable to be rejected)

SNO	DOCUMENTS	Placed at SN
1	Sole Proprietorship: Notarized copy of affidavit declaring itself to be a sole proprietorship.	
2	Partnership Firm: Notarised Partnership deed and Power of Attorney on a non-judicial stamp paper of Rs 100/-, in favour of individual signing the tender, issued by all the members of the Partnership Firm.	
3	Company: Copy of Certificate of Incorporation (Col) under the Companies Act issued by Registrar of Companies countersigned by authorized signatory of the Bidder. The Memorandum of Association (MOA) and Articles of Association (AOA) of the Company. The POA should be issued by the competent authority, under his/her stamp and signatures to the authorized signatory on a non-judicial stamp paper of Rs 100/-, duly notarized. (Annexure 4) The resolution of the Board of Directors MUST be submitted to show that the authority issuing the POA was competent to do so at the time of issue.	
4	Registered Society: Self attested copy of Certificate of Registration, Deed of formation, Bye-laws of the Society, Power of Attorney on a non-judicial stamp paper of Rs. 100, in favour of the signatory of the tender, to be issued by the person authorised to issue to POA as per the by-laws of the Society.	
5	Limited Liability Partnership: If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney on a non-judicial stamp paper of Rs. 100, duly issued by the LLP in	

	favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.	
6	PAN	
7	GSTIN	
8	Power of Attorney as per Annexure 4	
9	Certified statement on Manpower capability as per Annexure 1	
10	Affidavit on Blacklisting as per Annexure 2	
11	Copy of work order/contract AND Certificate from Client regarding completion/ ongoing service contract showing satisfactory performance towards fulfilment of Technical Eligibility criteria under clause 1 (a) (7), chapter 6 of the tender document.	
12	Audited balance sheet of the last four previous Financial Years (2018-19, 2019-20, 2020-21, 2021-22) and current financial year.	
13	Attested Certificate from the concerned department / client where audited balance sheet is not available to prove financial turnover. Client certificate should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.	
14	Banking reference certified by chartered accountant with her stamp, signature and membership number as per Annexure 5	
15	Certificate of Incorporation/ Certificate of Registration in case of Company, LLP and Registered Society and earliest Partnership deed of the Firm in case of Partnerships, to show the number of years the bidder has been in the field of Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/Mindset Change cum Centricity using IT platforms.	
16	Copy of Work Order/contract AND client letter for satisfactory completion of project to show the value (in INR) of Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/ Mindset Change cum Centricity project using IT platforms executed in Central Government/ State Government/ Public Listed Companies/Private / Trusts/ PSU/ Other Govt Institutions	

17	Copy of Work Order/contract AND client letter for satisfactory completion of project to show number of completed projects on Capacity Building/ Change Management/Soft Skill Training/ Organizational Transformation/ Mindset Change cum Centricity using IT platforms for a Government or public sector organization/Public listed company/Private company/Trust	
18	Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or power point presentation.	
19	Where copy of Work Order/contract AND client letter for satisfactory completion of project is issued by a Public listed Company/ Private Company/ Trust having an annual financial turnover of Rs. 500 crores or more in any of the last four financial years, the bidder should submit a suitable supporting document to clearly establish the same.	
20	Annexure 3: Curriculum Vitae (CV) of Proposed Core Team Members	
21	Annexure 6 on Correctness of documents	
22	Annexure 8: Conflict of Interest declaration	
23	Annexure 9: Undertaking on personnel	

BOQ

Quoted overall fees per participant for the complete deliverables inclusive of all applicable fees, charges in INR:

	Fee (in INR)	
	Item Description	Total Cost per participant (inclusive all)
	1	2
In figure	fees per participant for the complete deliverables inclusive of all applicable fees, charges	
In words		

Instructions:

1. The Applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications / bids not submitted'.
2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and

applicable.

1. Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tenders process online are required to get registered on the Haryana centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in>
Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to

establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved

Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazettes Officer. Only upon the receipt of the required documents, a digital certificate can be issued

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption &

Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for

signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://etenders.hry.nic.in>

4. Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <https://etenders.hry.nic.in>

5. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

<https://etenders.hry.nic.in>

NOTE:- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>. For help manual please refer to the 'Home Page' of the e-Procurement <https://etenders.hry.nic.in>.