



**Request for Qualification cum Request for Proposal (RFQ cum RFP)(Volume I)**

**For**

**Onboarding consultant for defining and detailing FRAC (Framework for Roles Activities and Competencies) for Govt. of India**

Department of Personnel & Training  
Block 04, 3rd floor, Old JNU Campus  
New Mehrauli Road  
New Delhi - 110067

**RFQ cum RFP REF NO: T-16017/38/2020-iGOT**

**Date: 20-11-2020**

## Disclaimer

1. The information contained in this Request for Qualification cum Request for Proposal document (RFQ cum RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Client or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFQ cum RFP and all other terms and conditions subject to which such information is provided.
2. This RFQ cum RFP is not an Agreement and is neither an offer nor an invitation by the Client to the Bidders or any other person. The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFQ cum RFP has been provided to the best of knowledge of Client and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFQ cum RFP is based on the interim decisions taken by the Government and is expected to undergo changes in future. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by the Client in relation to the project. Information provided in this RFQ cum RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFQ cum RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFQ cum RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFQ cum RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Client and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFQ cum RFP.
4. The information contained in this RFQ cum RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Client. In case any major revisions to this RFQ cum RFP are made by the Client within seven days preceding the last date of submission of the Proposals, the Client may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFQ cum RFP. Neither the Client nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFQ cum RFP.
5. The Client, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP.
6. The Client reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. The amended RFQ cum RFP will be made available on the website of Client.

## Contents

1. Invitation for Bid	6
2. Acronyms	7
3. Data Sheet	8
4. Project Background and Introduction to FRAC	10
5. FRAC Process – an Overview	14
6. Scope of Work - Defining the Strategy for FRAC and designing the Processes, Tools and Templates	18
6.1 Decoding and Modelling FRAC: Defining Components	18
6.2 Templatization of FRAC and Defining Standard Operating Procedure for Operationalizing FRAC at Departments	21
6.3 Define Functional Requirement Specification for the FRAC components in iGOT Karmayogi	23
6.4 Building Capacity for FRAC CoE and FRAC subunits	23
7. Project Duration and Timelines	26
7.1 Timelines	26
8. Minimum Resource Requirement	28
8.1 Programme Manager and Subject Matter Expert	30
8.2 Competency and Organizational Design Expert	30
8.3 Competency and Organizational Design Analyst	31
8.4 Government Process Expert	31
8.5 Occupational Psychologist	32
9. Service Level Agreement	33
10. Instructions to Bidders	35
10.1 Eligibility	35
10.2 Bid Preparation Cost	35
10.3 Earnest Money Deposit (EMD)	35
10.4 Integrity Pact	36
10.5 Pre-Bid Meeting and Clarifications:	36
10.6 Submission of proposals	37
10.7 Bid Format	37
10.7.1 Cover 1 - Integrity Pact, Authorization Letter and Earnest Money Deposit (EMD)	38
10.7.2 Cover 2 - Pre-Qualification Bid Format	38
10.7.3 Cover 3 - Technical Bid Format	38
10.7.4 Cover 4 - Commercial Bid	38
10.8 Language	39

10.9	Late Bids	39
10.10	Clients' Right to terminate the Process	39
10.11	Acceptance of Terms & Conditions	39
10.12	Disqualification	39
10.13	Contacting Client	40
10.14	Withdrawal of RFQ cum RFP	40
10.15	Authentication of Bids	41
10.16	Deviations	41
10.17	Award of Contract	41
10.18	Contract Period	41
10.19	Signing of Contract	42
10.20	Performance Bank Guarantee (PBG)	42
11.	Selection Process for Bidder	42
11.1	Opening of Bids	42
11.2	Clarification on Bids	43
11.3	Evaluation Process	43
11.3.1	Stage 1: Pre-Qualification	43
11.3.2	Stage 2: Technical Evaluation	43
11.3.3	Stage 3: Commercial Evaluation	44
11.3.4	Stage 4: Final score calculation through QCBS	45
12.	Pre-Qualification Criteria	46
13.	Technical Evaluation Criteria/ Framework	48
14.	Commercial Bid and Payment Terms	51
14.1	Commercial Bids	51
14.2	Payment Terms	51
15.	Terms of Business	52
15.1	Responsibilities	52
15.2	Fees and expenses	52
15.3	Termination	52
15.4	Intellectual Property Rights	53
15.5	Confidentiality	53
15.6	Data Protection	54
15.7	Governing Law and Jurisdiction	54
15.8	Deliverables	55
16.	Annexures	55
16.1	Annexure 1 - Pre-Bid Queries	55
16.2	Annexure 2 - Integrity Pact	56

16.3	Annexure 3 - Bank Guarantee Format for Earnest Money Deposit	62
16.4	Annexure 4 – Pre-Qualification Bid Covering Letter	64
16.5	Annexure 5 - Bidder's General Information	65
16.6	Annexure 6 - Citations – Work Experience (Submit separate sheets for experience quoted in prequalification and technical criteria)	66
16.7	Annexure 7 - No Deviation Certificate	67
16.8	Annexure 8 - Technical Bid Covering Letter	68
16.9	Annexure 9 - Formats for submission of Profiles	69
16.10	Annexure 10 – Covering Letter for Commercial Bid	71
16.11	Annexure 11- Commercial Bid Format Proposal	73
16.12	Annexure 12: Form of Bank Guarantee for Performance Security	74

# 1. Invitation for Bid

Department of Personnel & Training (Client), the nodal agency responsible for personnel management and training for the Government of India has embarked on a learning transformation program by upskilling the civil servant through capacity building. Client invites responses (“Proposals”/ “Bids”) to this RFQ cum RFP from eligible Bidders to be appointed as Consultant for defining and detailing a scalable process for FRAC (Framework for Roles Activities and Competencies), a public service competency framework. This RFQ cum RFP has two volumes, Volume I for RFQ cum RFP and Volume II for Contract/Agreement.

Interested Bidders are advised to study this RFQ cum RFP document (both volumes) carefully before submitting their proposals in response to this RFQ cum RFP Document. Submission of a bid in response to this RFQ cum RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The time, date and venue details related to the pre-bid meeting and bid submission are mentioned in the Data Sheet. Proposals must be received not later than time, date and venue mentioned in the RFQ cum RFP. Proposals that are received after the deadline will not be considered. Bidder will be selected under QCBS procedure described in this RFQ cum RFP.

The Bidder shall submit the Proposal in the form and manner specified in this RFQ cum RFP. Online submission of proposals must reach DoPT office as per the date and time mentioned in this document. It is the responsibility of the Bidder to submit the bid before the last date and time on the online portal, and DoPT shall not be responsible for any delay due to any of the technical/server issues.

To obtain first-hand information on the assignment, Bidder is encouraged to attend the pre-bid meeting on the date and venue mentioned. Attending the pre-bid meeting is optional.

Director (DFFT & iGOT)  
Room No. 305, Training Division, Client  
Block no. IV, Old JNU Campus  
New Delhi, 110067

## 2.Acronyms

FRAC	Framework for Roles Activities and Competencies including skills
Client	Department of Personnel & Training
RFQ cum RFP	Request for Qualification cum Request for Proposal
ASK	Attitude, Skills and Knowledge
QCBS	Quality and Cost Based Selection
iGOT	Integrated Government Online Training
GST	Goods and Services Tax
BG	Bank Guarantee
ITB	Instructions to Bidders
LD	Liquidated Damages
LOA	Letter of Award
LOI	Letter of Intent
MSA	Master Service Agreement
NDA	Non-Disclosure Agreement

### 3.Data Sheet

<b>Tender Reference</b>	<b>T-16017/38/2020-iGOT</b>
<b>Name of Client</b>	Department of Personnel & Training (Client)
<b>Tender Inviting Authority</b>	Department of Personnel & Training (Client)
<b>Job Requirement</b>	Defining and detailing a scalable process for FRAC (Framework for Roles Activities and Competencies) for Govt. of India
<b>Method of Selection</b>	<p>The method of selection is Combined Quality and Cost Based Selection (QCBS).</p> <p>The weights given to the Technical and Commercial Bids are:</p> <p>Technical = 70% and</p> <p>Commercial = 30% (Details subsequently in RFQ cum RFP)</p>
<b>Availability of RFQ cum RFP documents</b>	<p>RFQ cum RFP is available on the Central Public Procurement Portal (URL: <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>).</p> <p>The RFQ cum RFP is also published on Client's portal (<a href="https://dopt.gov.in/">https://dopt.gov.in/</a>)</p> <p>All updates, clarifications and corrigenda (if any) will be uploaded on both the above-mentioned websites.</p>
<b>Date of issue of RFQ cum RFP</b>	20-11-2020
<b>Earnest Money Deposit (EMD)</b>	<p>Earnest Money Deposit in the form of Demand Draft /Bank Guarantee payable at New Delhi from scheduled Indian Bank in favor of Department of Personnel &amp; Training for Rs.10,00,000/ (Ten Lacs only) will be payable by every applicant. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the RFQ cum RFP (180 days).</p> <p>(Refer clause on EMD)</p>
<b>Last date for Submission of Pre-Bid Queries</b>	01-12-2020 at 1300 hrs

<p><b>Pre-Bid queries to be received only online at: -</b></p>	<p>All the queries should be received on or before the prescribed date &amp; time, through email only with subject line as follows:</p> <p>“Defining and detailing a scalable process for FRAC (Framework for Roles Activities and Competencies including skills)_&lt;Bidder’s Name&gt;”.</p> <p>The queries should be submitted as per the format prescribed in Annexure 2, The Pre-Bid queries to be sent to the following Email Id: <b>dramesh.babu@nic.in</b></p> <p>Contact Person (Shri D. Ramesh Babu)</p>
<p><b>Pre-Bid Meeting and Venue</b></p>	<p>02-12-2020 at 11.00 Hrs</p> <p><b>To be conducted virtually through Video Conferencing.</b></p>
<p><b>Last Date and Time for receipts of tender bids</b></p>	<p>15-12-2020 at 1600 hrs.</p>
<p><b>Opening of Technical Bids</b></p>	<p>16-12-2020 at 1700 hrs</p>
<p><b>Opening of Commercial Bid</b></p>	<p>Will be informed subsequently to eligible &amp; technically qualified bidders.</p> <p>Department of Personnel &amp; Training</p> <p>Block 04, 3rd floor, Old JNU Campus, New Mehrauli Road, New Delhi-110067</p>
<p><b>Email address</b></p>	<p>dramesh.babu@nic.in</p>

## 4. Project Background and Introduction to FRAC

India is on the cusp of major transformation. To meet the needs and aspirations of Indian public which vastly consist of a young population, India needs to achieve and sustain a high rate of GDP growth. Civil Service Reforms have been identified as one of the key pillars to meet the changing needs of the country, with a focus on molding a fit-for-future civil service that can deliver to larger social and economic mandates. In order to achieve this vision, it is imperative that the civil service officials across the country have the right set of attitudes, skills and knowledge, (grouped together and referred to as “competencies”) to deliver their role more effectively, emphasizing the adoption of a fresh approach towards competency development. In line with this, the National Programme for Civil Services Capacity Building (NPCSCB) has been envisaged, a key strand of which is FRAC – a competency framework.

### Need for a Competency Framework Approach

National Programme for Civil Services Capacity Building highlights the importance of a competency framework, both for capacity development as well as for Role based functioning and Capacity building of Civil Services. There is also an emerging consensus about the critical role that professional competencies of civil service officials play in social and economic development, with countries across the globe adopting a competency framework approach to capacity building and workforce planning in the public sector.

Recognizing the trends in civil service reforms, the strategic and operational need for a competency approach and the Training Policy mandate to shift to competency driven capacity building, a Competency Dictionary was published by Department of Personnel & Training (DoPT) in 2014, in collaboration with UNDP. Since its release, continuous efforts have been made to garner its adoption across the government and evaluate its impact, as well as develop similar frameworks for more technical competencies in domain and functions, all of which presented the need to significantly enhance the existing framework. Further, it is also well acknowledged that the competencies which are required to govern are changing with the emergence of technology, new ways of working, and an increased focus on specialization. The unique challenges and opportunities in India, along with an unprecedented digital penetration and IT literate workforce, have necessitated the creation of a framework that is unique to the world and has not been attempted before. Thus, in the past one year, the Framework of Roles, Activities and Competencies (FRAC) has been conceptualized as a more comprehensive and evolutionary competency framework, fit-for-use by the Indian Civil Service.

### Salient Features of the Framework of Roles, Activities and Competencies

For every government post, there are roles; each role has activities associated with it; accomplishing each activity needs certain competencies. FRAC will map the roles and activities corresponding to every government position with their desired competencies (across behavioral attributes, functional skills and domain knowledge). Each competency will have multiple levels of proficiency, organized in a stepped manner depicting gradual progression from one level to the other. Thus, as civil service officials progress in their career, it is desirable that they gain new competencies and evolve.

Through the framework, civil service officials will have visibility of the roles, activities and competencies required to effectively deliver on the outcomes expected from them with respect

to their current or future positions in government. This will enable establishment of testing arrangements to assess the extent to which a person occupying a position has these competencies and consequently determine the competency gaps that need to be addressed. Largely, this will be done through iGOT Karmayogi an online comprehensive learning platform cum marketplace, linked to FRAC.

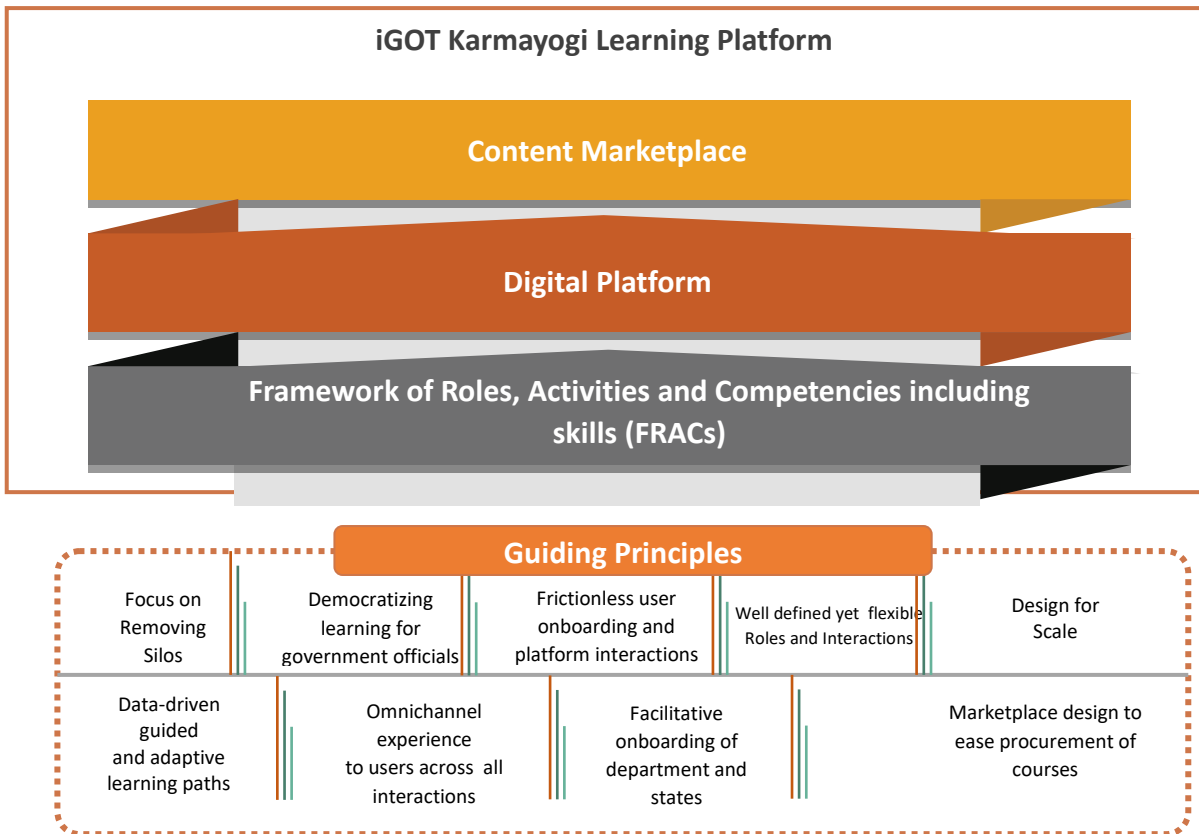
Envisaged as a two-sided platform – with FRAC on one end, and competency building products (such as courses, workshops, video tutorials and other learning content) on the other – iGOT Karmayogi will enable tailored competency development for all civil services. A key implication of the marketplace is that every single competency building product will be linked to one or more competencies required by the civil service – thus enabling addressal of competency gaps. Other activities that will be performed on iGOT Karmayogi, with FRAC as the basis will include work allocation and vacancy fulfillment, and as the platform and FRAC evolve, additional linkages with personnel processes may be made.

### **iGOT Karmayogi-the digital learning platform**

Along with the development of a competency framework, the Client is also developing iGOT Karmayogi, a comprehensive online learning platform that will enable the Government Departments and training institutions to deliver training in online, face-to-face and blended manner.

iGOT Karmayogi is a digital learning platform aimed at promoting capacity development among civil services. iGOT Karmayogi is not merely an online, face-to-face and blended learning portal. It is a solution built to be 'fit for purpose' to meet the exact learning needs of the civil services. It creates an environment of continuous, frictionless, guided learning for any official, where she can have 24x7 visibility on her learning gaps and overall professional development. By enabling a shared learning architecture, the platform allows officials, departments, managers and training institutions to cross leverage courses, other learning resources and competency testing arrangements. While iGOT Karmayogi brings the responsibility of learning to the learner, it also provides mechanisms by which departments and managers can guide, monitor and mentor officials in their capacity development journey.

Designed to bring the larger vision of a digital backbone for learning to life, iGOT Karmayogi will be an evolving and scalable platform. The iGOT Karmayogi comprises of three layers which come together to give the user and departments a seamless learning ecosystem. The layers have been depicted in the diagram below.



### FRAC Layer:

- The iGOT Karmayogi platform will have the FRAC Data Structure encoded in it, so that the critical platform operations, including learning path, learning recommendations, assessments, etc. are guided by the competency requirements. Potentially as a collection of interconnected Graphs of Roles, Activities and Competencies, the layer will provide a mechanism for each department to define the FRAC for different positions and set the core standards of the platform in terms of competencies.
- Aligned to the FRAC, the core standards of the platform will be set by the underlying taxonomy within the platform which will enable codifications of competencies and tagging to relevant content on the platform.
- Each course, module and item will be tied to competency goals for the learner and there will be a stepped learning process outlining how each person can improve her competency in line with her roles and competency requirements for this current and future position (career pathway).

### Digital Platform Layer:

- The core interaction of the learner, department, provider, content and competency will take place over a digital platform.
- This platform can codify courses and allow internal and external providers to provide their courses on the platform in synchronization with the learner demands and needs.

**Content Layer:**

- Superior content will drive the success and adoption of the iGOT Karmayogi. For this reason, course content sourced internally, externally and in many cases developed specifically for this learning platform, will be critical for its success. Broadly, the content components will encompass resources, modules, courses and programs, with each of them building competencies in civil service officials. Hence, a key purpose of the content layer, is to deliver Competency Building Products (CBP) to civil service officials
- CBP will be informative and will share knowledge. It will also be available in multiple formats that are engaging to participants on the platform.

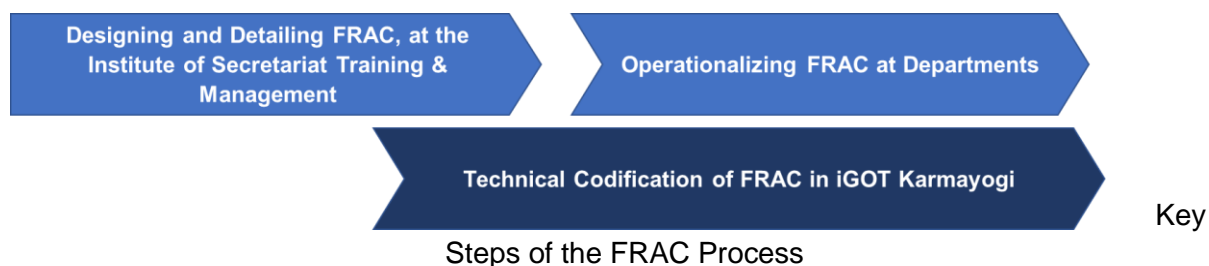
**Purpose of the RFQ cum RFP**

The overall aim of this RFQ cum RFP is to identify and onboard a leading consulting firm having the institutional knowledge and Resource persons to design and develop the FRAC (Framework of Roles, Activities & Competencies) for the Department of Personnel & Training (hereinafter referred to as Client). The envisaged process of FRACing has been further elaborated upon in Section 5.

## 5. FRAC Process – an Overview

As detailed earlier, FRAC is envisaged as a fit-for-purpose competency framework for the Indian civil service, enabling a shift towards – (a) role-based capacity development and (b) strategic management of public sector personnel. This section provides an overarching view of the envisaged process for FRACing (including digitization of FRAC on iGOT Karmayogi). It is critical to note that FRAC is envisaged as an ever-evolving framework that captures new competency needs as and when they arise.

Broadly, the FRACing process can be divided into three steps:



### A. Designing and Detailing FRAC, at the Institute of Secretariat Training & Management

The Institute of Secretariat Training & Management (ISTM) has been identified as the nodal agency for operationalizing FRAC and it will host a specialized unit, the FRAC Centre of Excellence (FRAC CoE) which will play a critical role to ensure standardization, replication and evolution of FRAC. Key steps in the FRACing process will include –

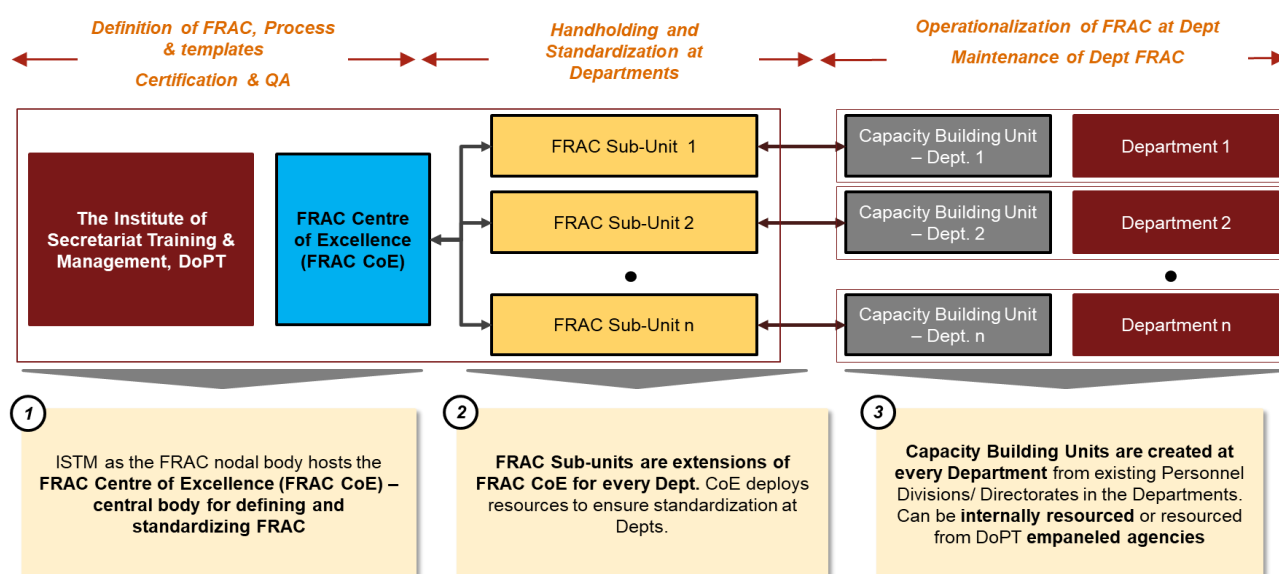
- Developing the overall strategy for FRAC through assessment of global practices, testing of hypothesis in the local context, focused group discussions and workshops with thought leaders and industry experts
- Preparing a basic template for FRAC – comprising of an initial base of common positions and their mapped roles, activities and competencies (functional and behavioral).
- Common positions referred to the positions in the departments of Government of India, across groups A, B and C, like Section officer, Scientist, Joint Secretary etc. (study of organograms of the different Government of India departments will provide an idea about the common positions. This will involve studying the organization structures, work allocation documents etc. at different Departments and subsequently sharing questionnaires/ surveys with various departments to collect and classify the inputs.
- Preparation of standard operating procedures, standard toolkits, sample questionnaires, standard output templates etc. to enable operationalization of FRAC at Departments.

### B. Operationalizing FRAC at Departments

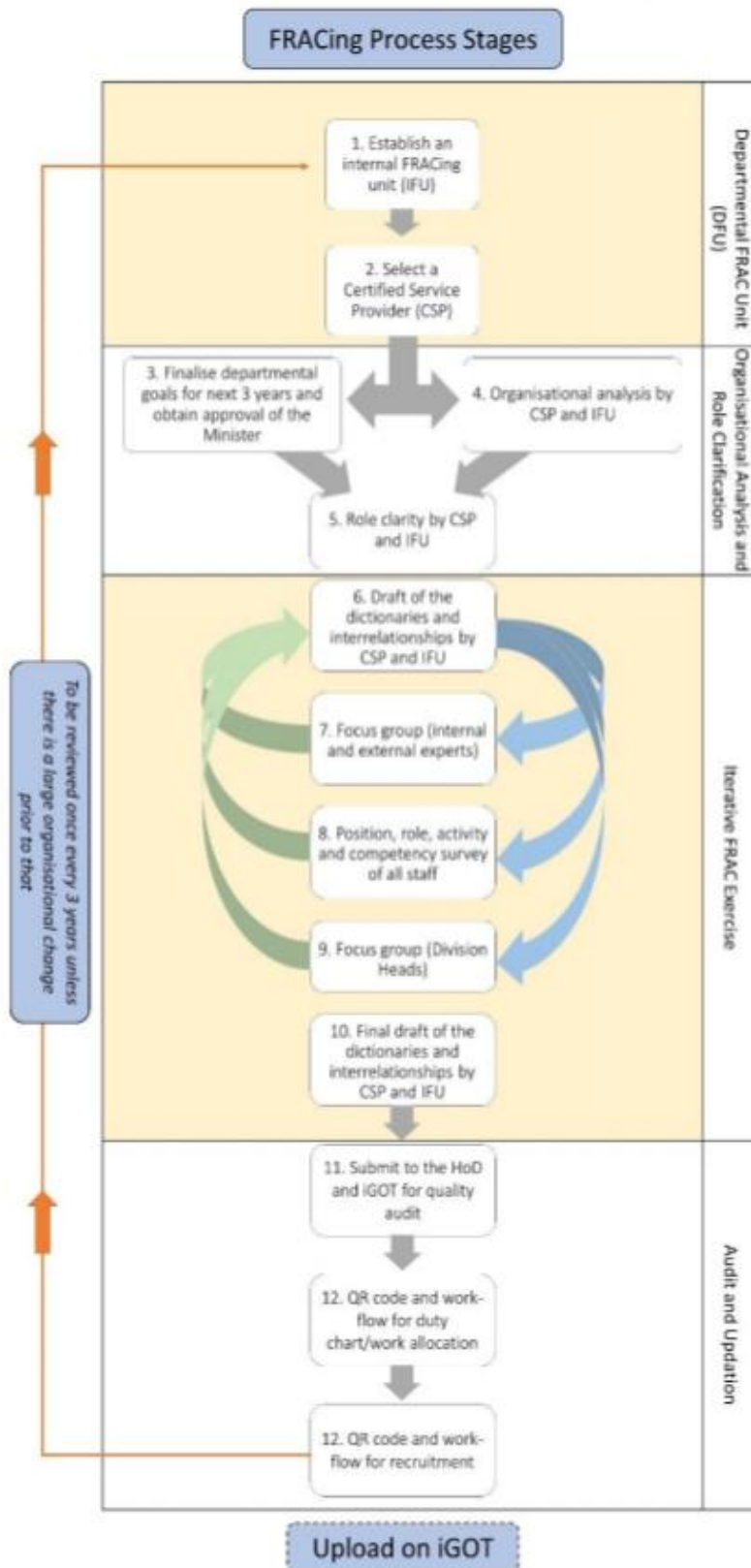
For each competency identified through FRAC (across behavioural, functional and domain competencies), a GoI Department will be identified as the competency owner. DoPT has been identified as owner of all behavioural competencies and will start with the Competency Dictionary of 2014 as the base, review it suitably and operationalize it; and relevant Client owners will also be identified for various domain and functional competencies. Every Department will set up a Capacity Building Unit (CBU) which will work closely with FRAC CoE at ISTM (through the FRAC Sub-Units) and will be

supported by the institutional structure hosting iGOT Karmayogi. The Capacity Building Units will be responsible for all aspects of the larger Capacity Building Programme, as well as the Departmental rollout of FRAC. A FRAC sub-unit from the FRAC CoE will support the Capacity Building Unit in the FRAC rollout, along with certified consultants who will be empanelled and certified by the institutional structure hosting iGOT Karmayogi. Key steps in the FRACing process will include –

1. Establishing Departmental FRACing team, comprising of Capacity Building Units and certified consultants
2. Finalizing Departmental goals for the next 3 years and obtaining approval of the competent authority in the Department. Since FRAC seeks to transform processes in the government and is envisaged as a living document, emphasis is placed on accurately representing the role-activity-competency mapping for each position, for a period of three years
3. Assessing organization to map the organization structure and work processes, document work allocation across positions, tag roles to positions and break roles into activities etc.
4. Continuously enhancing analysis through workshops, questionnaires, role clarity discussions, feedback from Employers etc. to ensure alignment of FRAC with Client
5. Preparing directories and dictionaries that define and document positions, roles, activities and competencies for the organization, by leveraging templates provided by ISTM. The standardization and consistency in nomenclature will enable integration with iGOT Karmayogi
6. FRAC will, going forward, determine the work allocation and vacancy fulfillment in Departments, ensuring that vacancies and duty charts are linked to suitable competencies. Departments will hence prepare an update duty charts and vacancies by following suitable workflows in the FRAC module in iGOT Karmayogi.



Interaction between FRAC CoE & FRAC Sub Units at ISTM and the CBUs at the Departments. The 12 steps of FRACing are as under:



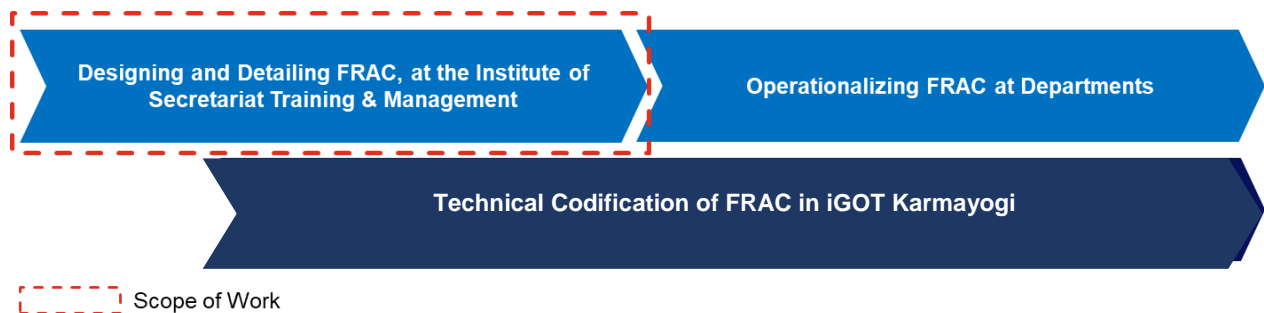
### **C. Technical Codification of FRAC on iGOT Karmayogi**

While FRAC is being developed in the Clients, parallelly work will happen to create a digital framework to encode FRAC on iGOT Karmayogi platform. The FRAC template created by ISTM will be represented on iGOT Karmayogi, with functional and standardized forms enabling Clients to enhance and add roles, activities and competencies. This digitized FRAC will capture all relevant details required for competency mapping. This activity will be undertaken by the institutional structure where iGOT Karmayogi will be hosted and a FRAC module will be implemented.

## 6. Scope of Work -Defining the Strategy for FRAC and designing the Processes, Tools and Templates

This RFQ cum RFP aims to onboard an agency with extensive experience in HR consulting and competency development to work closely with the DoPT, ISTM and iGOT team to set up and operationalize the FRAC Center of Excellence (FRAC CoE) and develop Strategy and Operating Processes for FRAC.

Of the three-step FRAC process as defined earlier, the scope primary deals with the first step as shown below:



### 6.1 Decoding and Modelling FRAC: Defining Components

- On the basis of overall strategic intent and global best practices, conduct research (on other competency frameworks) and workshops to define the standard interpretation of FRAC. It will comprise of standard definitions with examples for
  - i. Positions
  - ii. Roles
  - iii. Activities
  - iv. Competencies

Validate the finalized definitions for roles, activities and competencies and validation of the process, Templates and tools for each step in the process and registration with the client project team (Client officials or as specified).

For every government position, there are roles; and each role has activities and competencies associated with it. FRAC is a mapping of the three constructs (roles, activities, and competencies), supported by knowledge resources for every government position.

A **position** is the designation and location of an individual in an organisation, tasked with a set of roles. **Roles** are a set of sequential activities carried out to complete a defined objective or outcome. Every individual **activity** within a role, is thus an action taken to contribute towards successful completion of the objective/outcome. **Knowledge resources** are artefacts (such as documents,

manuals, policies, software etc.) informing and guiding the actions of officials. Finally, **competencies** are a combination of attitudes, skills, and knowledge required for successful performance. FRAC defines three types of competencies –

**Behavioural competencies** are a higher order of behaviours applicable across the government. They describe the values and strengths that help officials perform effectively. These include attitudes like problem solving, decision making, networking etc.

**Functional competencies** describe the application of skills and knowledge needed to perform effectively across domains and positions. These include cross-cutting competencies like project management, time management, communication, writing etc.

**Domain competencies** are shared by a ‘family’ of related positions that have common functions and form a logical career path. These competencies typically focus on a department or service but may also be relevant for other stakeholders. For example, officials working at the Central Board of Indirect Taxes and Customs (CBIC) require competencies in indirect taxation, customs, vigilance planning etc. Although competencies in indirect taxation may primarily be relevant for CBIC, competencies in vigilance planning may be critical for DoPT as well.

FRACing is the process by which Departments build a comprehensive and accurate picture of the relationships and lists of positions-roles-activities-competencies relevant to them. Its outputs include *directories* of ministries, departments, users, CBP providers and knowledge resources and *dictionaries* of positions, roles, activities, and competencies.

- Prepare the base version of the **Registry of Positions, Registry of Roles and Registry of Activities**: For the all the common positions, roles and activities, prepare the base Registries of Positions, of Roles and of Activities and conduct **Role-Activity mapping** for all the Roles in the Registry (creating a Registry of Role-Activity Mapping). These base Registries will be the foundation on which the detailed Registries of Positions, Roles and Activities will be compiled at the Departments. The Bidder will be required to study the Organizational Structures, Work Allocation Documents, etc. of different Ministries to prepare the same.
- Undertake a detailed review of UNDP’s competency framework to ensure the relevance of alignment of behavioral competencies with the changing context of Government of India and expected key behaviors from civil servants. Based on the same, prepare the **Dictionary of Behavioral Competencies**.
- **Preparation of base version of the Dictionary of Functional Competencies and Pilot for Dictionary of Domain Competencies**:
  - Dictionary of Functional Competencies: The base version of **Dictionary of Functional Competencies** will have to be prepared based on all functional competency requirements that can be arrived at by the FRAC CoE (this may involve collaboration with multiple departments of Government of India as will

be advised by the Client) and will include defining complete set of functional competencies for 7 departments as identified by the Client. The dictionary thus created is expected to include about 60-70% of all Functional Competencies required for any role in the Government of India

- Dictionary of Domain Competencies: A template for the **Dictionary of Domain Competencies** will have to be prepared based on global best practices and FRAC templates. The same will have to be piloted for its effectiveness, relevance and validity at two of the 7 departments identified by the Client.
- Using the base Registries of Roles, Activities, Functional & Pilot dictionaries of domain Competencies the common positions and roles that exist within Government of India and create base FRAC exercise model. This will include a detailed articulation of expected outcomes and accountabilities for every role of the 7 departments:
  - i. Define role details with the unique responsibilities, coordination and division of work.
  - ii. On the basis of the activities to be performed by the role, identify the competencies and skills required for each role. These competencies and skills should be elaborated to ensure that the occupant of the position is aware of his/her responsibilities and his/her superior also aware of the expected outcomes of the subordinate.
  - iii. Capacity building of the Core Working Group of ISTM Centre of Excellence (CoE) in using the competency tool-kit to enable them to develop the Competency Models for their respective departments and cadres. Running TTT (Train the trainer sessions) for the various stakeholders.
  - iv. Develop documents, presentations and other related publications to support the advocacy and capacity-building (information and communication support)
  - v. The validation of the given role mapping and profiles will be done by the relevant stakeholders

Key deliverables:

1. Standard definition of FRAC
2. Registries of Positions, Roles, Activities (base versions)
3. Dictionary of Behavioral Competencies
4. Dictionary of Functional Competencies (base version)
5. Format for Dictionary of Domain Competencies (with pilot in 2 Services)
6. Create base FRAC exercise model (toolkits/templates/Standard Operating Procedures/questionnaires)
7. Capacity Building
8. Documentation
9. Validation

## 6.2 Templatization of FRAC and Defining Standard Operating Procedure for Operationalizing FRAC at Departments

1. Define Standard Toolkits, Questionnaire, Standard Operating Procedure and Standard Templates for operationalizing FRAC:

On the basis of the strategy and base FRAC:

- Design suitable toolkits for developing FRAC components in a standardized manner.
  - Design standard questionnaires, Operating Procedures etc., to guide the Departments in their FRAC journey.
  - Frame role specific questionnaire to capture the Domain/ Departmental considerations, especially to capture functional and domain competencies and Department specific Roles and Activities.
  - Design Standard Templates which can be used by the Departments to prepare or structure outputs of their activities to ensure standardization across departments
  - These questionnaires and 'rules and tools' will be made available by the FRAC CoE and will be critical in ensuring consistency and efficiency in operationalization across the ecosystem and providing stakeholders with the support to build internal capabilities.
  - The validation of the standard tools, templates and questionnaires will be done by key stakeholders in FRAC CoE
2. It is important that the tool-kit developed should have a high degree of reliability and validity. Hence it is expected to develop a proof of concept for the tool kit through deployment across couple of Ministries/Departments as suggested by DoPT. The feedback obtained through this process should be used for further refining of the tool-kit. Experience in agile methodology and design-thinking will be critical.
  3. FRAC Knowledge Management Framework
    - Define, design and implement a knowledge management and knowledge transfer model to enable the Client's FRAC capability building units to carry on the exercise
    - Finalize a mechanism to communicate changes/ reviews in the central policy of FRAC to the respective stakeholders and Clients
  4. Finalize the sustainability plan to maintain the relevance and currency of
    - Positions, Roles, their activities and competencies required

- Standard tools, templates and questionnaires and frequency in which the update happens
5. Guidance on Composition of Capacity Building Units in Departments:
    - High level Operating and Governance Model for CBU
    - Identify and frame roles and responsibilities for CBU resources
  6. Framework for Monitoring and Certification of FRAC Process in the Departments/ SBU:
    - Define, design and implement a framework for continuous process audit & effective monitoring the performance of the FRAC process at the Departments and a model for certification of FRAC outputs at Department level with guidelines on certification frequency and process
    - Understand the certification requirements for FRAC so that the certification stream can be launched in tandem as the process and templates for FRAC exercise is approved.

**Key deliverables:**

1. Standard FRAC Toolkits/ SoPs, Questionnaire and Templates for FRAC at Departments
2. Provide Department of Personnel & Training (DoPT) with comprehensive competency tool-kit consisting of but not limited to the following components:
  - Standardized operating procedure (SOP), standard toolkits, sample questionnaires, standard output templates etc. for carrying out the FRAC process in any department/ministry
  - Overall competency framework with a standard competency dictionary
  - Competency requirement questionnaires to be administered during the process
  - Thematic analysis and competency clustering
  - Guidelines on validation process and toolkit
  - Presentation material for Train the trainer session
3. Proof of Concept by running the tool-kit for **2 ministries** and submit the competency dictionary
4. Conduct 10-15 Train the Trainer full day workshop on FRAC toolkit and process
5. FRAC Knowledge Management Framework
6. Monitoring and Audit framework for FRAC process outputs at Departments
7. FRAC Sustainability Plan

## 6.3 Define Functional Requirement Specification for the FRAC components in iGOT Karmayogi

1. For the iGOT Karmayogi Platform to be complete, it will have to onboard the different FRAC components to eventually link the capacity development activities with the Competency Framework. Bidder to prepare a Functional Requirement Specification document (FRS) to capture the functional requirement of encoding FRAC on iGOT Karmayogi, including the Dictionaries, the Registries, and functional and standardized forms enabling Clients to enhance and add roles, activities and competencies. This FRS will have to be designed in a way that it can be used by the Client to define the Scope of Work for the Technical Vendor implementing iGOT Karmayogi and will be at a level of detail such that the Technical Vendor will be able to reasonably estimate effort.

### **Key deliverables:**

1. FRS document for FRAC
2. Help technical team in preparation of Functional specification document related to FRAC for iGOT Karmayogi

## 6.4 Building Capacity for FRAC CoE and FRAC subunits

1. Review the following for the FRAC CoE
  - i. Organizational structure
  - ii. Key accountabilities
  - iii. Skill and resource requirements
2. Conduct capability building sessions for officials at the FRAC CoE (including officials of ISTM) to build their capability to enable design, and monitoring of FRAC design, templatization implementation and improvement independently
3. Conduct capability building sessions for the resources of FRAC Sub-Units. The FRAC Sub-Units will work closely with the Departments (Capacity Building Units in the Departments) in the FRACing activities in the Departments based on the Operating Processes defined by the FRAC CoE.
4. Design tool kits, communication charters and training/ capability building materials for sustainable, self-paced capability development of FRAC CoE and FRAC subunits officers

### **Key deliverables:**

1. Capacity building of FRAC CoE and Subunits (Refer Point No 11 in 7.1 High Level Timelines)

The consultant should consult with DoPT, ISTM and iGOT team to understand the overall intent of program and process of FRAC envisioned. The firm should have strong Project management capability given the complex nature of the activity. In order to understand the overall eco-system, it is expected that the firm deploys HR experts with prior experience in working within government projects and Subject Matter experts who have an in-depth knowledge of how government ministry and departments work.

### **Summary of Key Deliverables:**

1. Standard definition of FRAC
2. Registries of Positions, Roles, Activities (base versions)
3. Dictionary of Behavioral Competencies
4. Dictionary of Functional Competencies (base version)
5. Format for Dictionary of Domain Competencies (with pilot in 2 Services)
6. Create base FRAC exercise model (toolkits/templates/Standard Operating Procedures/questionnaires)
7. Capacity Building
8. Documentation
9. Validation
10. Standard FRAC Toolkits/ SoPs, Questionnaire and Templates for FRAC at Departments
11. Provide Department of Personnel & Training (DoPT) with comprehensive competency tool-kit consisting of but not limited to the following components:
  - Standardized operating procedure (SOP), standard toolkits, sample questionnaires, standard output templates etc., for carrying out the FRAC process in any department/ministry
  - Overall competency framework with a standard competency dictionary
  - Competency requirement questionnaires to be administered during the process
  - Thematic analysis and competency clustering
  - Guidelines on validation process and toolkit
  - Presentation material for Train the trainer session
12. Proof of Concept by running the tool-kit for **2 ministries** and submit the competency dictionary
13. Conduct 10-15 Train the Trainer full day workshop on FRAC toolkit and process
14. FRAC Knowledge Management Framework
15. Monitoring and Audit framework for FRAC process outputs at Departments
16. FRAC Sustainability Plan

17. FRS document for FRAC
18. Help technical team in preparation of Functional specification document related to FRAC for iGOT Karmayogi
19. Capacity building of FRAC CoE and Subunits

## 7. Project Duration and Timelines

The overall project duration is 1 (one) year, the consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.

### 7.1 Timelines

S. No.	Activity/ Deliverables	Time in Months (T: Date of Commencement)
<b>Decoding and Modelling FRAC: Defining Components</b>		
1	Standard definition of FRAC	T+0.5
2	Registries of Positions, Roles, Activities (base versions)	T+3
3	Dictionary of Behavioral Competencies Benchmarking with leading practices on behavioral competency. Codifying common competency based on existing job descriptions across departments & ministries	Format: T+2 Final Dictionary (including amendments to Format): T+6
4	Dictionary of Functional Competencies (base version) Benchmarking with leading practices on behavioral competency. Codifying common competency based on existing job descriptions across departments & ministries	Format: T+2 Final Dictionary (including amendments to Format): T+8
5	Format for Dictionary of Domain Competencies (with pilot in 2 Departments)	Format: T+3 Dictionary for 2 Department as Pilot (including amendments to Format): T+10
<b>Templatization of FRAC and Defining Standard Operating Procedure for Operationalizing FRAC at Departments</b>		
6	Standard FRAC Toolkits/ SoPs, Questionnaire and Templates for FRAC at Departments	T+5

7	Monitoring and Certification framework for FRAC process outputs at Departments	T+7 (Initial Monitoring & Certification Process) T+11 (Complete Certification Process)
8	FRAC Knowledge Management Framework FRAC Sustainability Plan	T+11
9	Monitoring and Certification framework for FRAC process outputs at Departments	T+7 (Initial Monitoring & Certification Process) T+11 (Complete Certification Process)
<b>Define Functional Requirement Specification for the FRAC components in iGOT Karmayogi</b>		
10	Define Functional Requirement Specification for the FRAC components in iGOT Karmayogi	T+8
<b>Building Capacity for FRAC CoE and FRAC Sub Units</b>		
11	Capacity building of FRAC CoE and Sub Units	Ongoing from 5 <sup>th</sup> month (At least 2 sessions a month and at least 8 sessions in 12 months)
12	Suggestions to Technology team on changes within system required for operationalizing FRAC and better linkages  Deliverable: System Improvement document	T+11
13	Train the trainer sessions for core iGOT team and other CTI and CCAs along with collaterals and knowledge management approach for sustenance and acceptance of the concept across stakeholder  Deliverable: 10 – 15 full day workshops and knowledge management/sustainability plan	Upto T+11
14	Hand Holding and transition support to client	T+12

Note: The timelines provided here represent the end dates when the corresponding activity needs to be accomplished. These are recommended timelines and will be finalized through mutual agreement between the Bidder and the Client. The Bidder may take the timelines as a guidance and may propose to complete an activity much earlier than the deadline compared to what has been mentioned in the timeline for that activity.

## 8. Minimum Resource Requirement

1. The Bidder needs to deploy suitable resources for this project. This section provides the minimum resource requirements for this engagement (“mandatory resources”), which needs to be adhered to mandatorily. It may be noted that the resource details are the minimum requirements and the Bidder may bring in additional resources if it so desires to meet the Scope of Work as mentioned in this RFQ cum RFP.
2. For the mandatory resources identified below, the Bidder is expected to submit the resume of the proposed resources in the Technical Proposal which will also be evaluated as per the Technical Evaluation Criteria mentioned in this RFQ cum RFP. The Client expects that the resources proposed will actually be deployed and be part of the project team. The Client does not encourage replacement of resources by the Bidder unless it has been explicitly asked for by the Client. If, however, due to some pressing needs, the Bidder proposes a replacement of resource during the course of the project, the proposed resource shall have similar/ better profile as compared to the resource being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise. The Client may, at its discretion, evaluate one or more profiles proposed by the Bidder as replacement and the replacement resource may be onboarded only after the Client provides its formal go ahead. Also, refer to the SLAs and penalties on resource replacement.
3. If a resource is being replaced, either by the Bidder directly or on instructions of the Client, the replacement resource will have to be onboarded 3 working days before the relieving resource exists, and the Bidder should ensure at least 3 days of transition between the incoming and outgoing resource.
4. The Client reserves the right to interview resources proposed by the Bidder and assess suitability of the resources for the roles mentioned.
5. All resources deployed by the Bidder will have to carry their own laptops, and no desktops/ laptops shall be provided by the Client. It is required that the laptops of the resources meet the standard security specifications and requirements of Government of India. The Client, may at its discretion, decide to use its own personal computing infrastructure. In such a situation, the resources will have to use the devices provisioned by the Client.
6. Considering the criticality of the Project, Client may, at its discretion, ask for security verification (Police verification) of every/ some resource proposed for the Project and Bidder needs to comply to the same.
7. All the mandatory resources proposed for the Project need to be dedicated for the Client only and shall not be shared with other projects.

8. All resources will be required to log an attendance on a daily basis at their respective reporting location and use Biometric Attendance System wherever present. The attendance details will have to be shared with Client on monthly basis and will form a basis of payments. The client may also adopt attendance mechanism as per need of the project.
9. The deployed resources will be expected to work out of New Delhi, in any premise of the Client, most likely at office of DoPT, Institute of Secretariat Training & Management. If resources are required to travel outside of the NCR, the Client will reimburse the travel and accommodation of the resources, as per the Govt. of India norms, at Deputy Secretary level.
10. The resources deployed with the Client will follow Government of India published list of holidays for working days. All resources will be entitled to casual leaves over the project duration prorated at 1.25 leaves per month, any leaves beyond which will lead to proportionate reduction on the payment for the concerned resource(s).
11. Below is the list of mandatory resources, highlighting the key positions which the Client thinks are critical for the Project delivery. The profiles of all the resources proposed against these positions will be considered for technical evaluation. The Technical Evaluation Committee will conduct relative scoring of the profiles from the different Bidders against the requirements mentioned for each of the profiles.

#	Mandatory Profiles (Details of profile requirements below)	Number of Resources	Deployment % at Client Site
1	Programme Manager and Subject Matter Expert	1	100%
2	Competency and Organizational Design Expert	1	100%
3	Competency and Organizational Design Analyst	1	100%
4	Government Process Expert	1	100%
5	Occupational Psychologist	1	100%

It is also envisaged that an additional pool of the following resources may be required for the project, they are:

- (i) Quality Assurance Expert
- (ii) Technology Expert
- (iii) Domain Expert

## 8.1 Programme Manager and Subject Matter Expert

### Experience Requirement:

- Shall have a minimum of 12 years' experience with minimum 10 years in HR Consulting/ large scale HR transformations
- **Programme Management Experience:** Shall have experience of handling at least 2 large HR Transformation/ Capacity Building/ Organization Development/ Competency/Skill on mapping assignments as Project/ Programme Manager.
- **Subject Matter Experience:**
  - Shall have the experience of working in at least 4 projects with similar scope (Competency Development/ Skill Development/ Organization Development) either in private sector or Government
  - Shall have experience of leading the upskilling and skills of the future analysis for at least 2 industries in last 5 years
  - Shall have experience of handling at least 1 assignment on large project in area of Skill Development or Competency Development or related areas in the last five years with Government/ PSU sector in India
- **Academic Qualification Requirements:**
  - MBA in Human Resources/ Personnel Management/Liberal Arts/Public Administration or Equivalent from leading institution is mandatory.
  - Global certifications in Organization Development or HR Management or Related areas is preferred

## 8.2 Competency and Organizational Design Expert

- Shall have a minimum of 10 years' experience in HR Consulting with minimum 7 years in areas of Competency/ Skill Development/ Skill Mapping/Organizational Design/Organization Development
- **Role Experience:**
  - Shall have the experience of working in at least 5 projects involving development of Competency Framework/ Competency Dictionaries/ Skill Dictionaries/ Skill – Competency Mapping in the last 5 years with a minimum of one such work-related assignments in Government / PSU sector in India
  - Shall have experience of leading projects relating to Job Analysis/ Skills of the future analysis for at least 2 industries in last 5 years

- Shall have the experience of designing surveys/ developing survey questionnaire for at least one project in area related to Competency/ Skill Development
- Shall have experience of designing at least 1 competency-based technology platform in the last 3 years
- **Academic Qualification Requirements:**
  - MBA in Human Resources/ Personnel Management or Equivalent from leading institution is mandatory.
  - Global certifications in Organization Development or HR Management or Related areas is preferred

### 8.3 Competency and Organizational Design Analyst

- Shall have a minimum of 6 years' experience in HR Consulting with minimum 4 years in areas of Competency/ Skill Development/ Organizational Design/Data Analysis
- **Role Experience:**
  - Shall have the experience of working in at least 2 projects involving development of Competency Framework/ Competency Dictionaries/ Skill Dictionaries/ Skill – Competency Mapping in the last 5 years. Experience of similar work with Government / PSU sector in India is though not mandatory but is desirable
  - Shall have experience of working in projects involving Job Analysis/ Skills of the future analysis for at least 2 industries
  - Shall have demonstrated knowledge of analyzing data or survey responses to generate meaningful insights, in at least 2 projects
- **Academic Qualification Requirements:**
  - MBA in Human Resources/ Personnel Management or Equivalent from leading institution is mandatory.
  - Global certifications in HR Management or Related areas is preferred

### 8.4 Government Process Expert

- Shall have a minimum of 12 years' experience in with minimum 8 years in Government of India/ consulting for Government of India (preferably the Centre)
- **Role Experience:**
  - Shall have the experience of working in at least 6 projects with Government of India Clients/ Ministries and shall be aware of government processes, with at

least 3 projects pertaining to Government Process Transformation/  
Government Process Reengineering

- Shall have strong understanding of the working and structure of Central Government Clients (at least 3) and the different roles under the Clients
- Shall have experience of working in at least 2 projects for Government/ PSUs in areas related to Skilling/ Capacity Development/ Change Management etc.

- **Academic Qualification Requirements:**

- Post Graduate Degree is mandatory, preferably an MBA

## 8.5 Occupational Psychologist

- Shall have a minimum of 12 years' experience with minimum 10 years in HR Consulting/ Workplace Behavior Design/ Competency Development

- **Subject Matter Experience:**

- Shall have the experience of working in at least 5 projects with similar scope either in private sector or Government, and in any of the domains mentioned below:
  - Job Analysis
  - Employee Performance Management & Appraisal design
  - Employee Psychometry Analysis
  - Competency Framework Design and Development
- Shall have experience of handling at least 1 assignment on large project in area of Skill Development or Competency Development or related areas in the last five years with Government/ PSU sector in India
- Experience in leading Civil servants' capability building strategy/ competency development for Civil Servants in India or abroad in last 8 years is preferable

- **Academic Qualification Requirements:**

- MA/ PhD in Psychology with specialization in Occupational Psychology
- Global certifications in Occupational Psychology or Related areas is preferred

## 9. Service Level Agreement

The Service Levels mentioned below are expected to be delivered by the Bidder during the course of the Project. This Service Level Agreement between the Client and the successful Bidder will become part of the Agreement signed between the two parties.

- a. The SLA parameters will be monitored and reported on a monthly basis to the Client, and the Client may, at its discretion, audit the same through any agency appointed by it.
- b. Liquidated Damages will be calculated on a monthly basis and will be deducted from the monthly payment to be made to the Bidder. If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate of liquidated damages payable to the Client under this clause shall be subject to a maximum of 15% of the total contract fees.
- c. Liquidated damages will be imposed only where the fault is solely attributable to the Bidder. There will be instances that a breach in the SLA takes place because of no fault of the Bidder. In such cases, Client may, in its sole discretion, in writing, relax any penalties/ LDs imposed on the Bidder, provided the Bidder submits a comprehensive explanation establishing that it is not in fault.

#	SLA Parameter	Definition & Target	Service Level	Liquidated Damages							
1.	Team mobilization) and commencement of work	The Bidder is expected to mobilize the team for Commencement of work for this project within 15 days of receipt of work order. Commencement of work will happen when <u>all</u> mandatory resources proposed by the Bidder reports for duty at the Client's designated premises for	Commencement of work within 15 days of receipt of work order	<table border="1"> <thead> <tr> <th>Time to Commence Work from WO</th> <th>Liquidated damages</th> </tr> </thead> <tbody> <tr> <td>&lt;=14 days</td> <td>0</td> </tr> <tr> <td>&gt;14 days and &lt;=21 days</td> <td>2.5% of the payment amount for Month 1 assuming 100%</td> </tr> </tbody> </table>		Time to Commence Work from WO	Liquidated damages	<=14 days	0	>14 days and <=21 days	2.5% of the payment amount for Month 1 assuming 100%
Time to Commence Work from WO	Liquidated damages										
<=14 days	0										
>14 days and <=21 days	2.5% of the payment amount for Month 1 assuming 100%										

		project implementation.			deployment of resources
				>21 days	5% of the payment amount for Month 1 assuming 100% deployment of resources
2.	Change in any of the named Mandatory Resources during the duration of the Project	Mandatory resources deployed with the Client will be the same as what has been proposed as part of the Technical Proposal.	No Deviation	For every instance of a resource replacement, a deduction of 10% of monthly cost of the resource concerned will be made.	
3.	Deliverables in 12 months period	Completion of assignment and submission of all deliverables as per scope of work.	No Deviation	If the selected Consultant fails to submit all deliverables within the time period specified under the contract (unless specific exemption is given for reasons beyond consultant's control), the consultant shall be liable to pay to the Client, fixed and agreed liquidated damages, maximum of 15% of the total contract fees.	

Note: Days will mean calendar days

## 10. Instructions to Bidders

### 10.1 Eligibility

Bids can be submitted by any Agency with expertise in Human Resource Consulting and Consulting for Government. For details on Eligibility, kindly refer to the Pre-Qualification Criteria.

### 10.2 Bid Preparation Cost

The Bidder shall bear all costs incurred in connection with participation in the RFQ cum RFP 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 bid, in providing any additional information required by the Client to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

The Client will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

### 10.3 Earnest Money Deposit (EMD)

- a. The bidder shall furnish along with its bid, earnest money for amount as shown in the data sheet.
- b. The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:
  - i. Account Payee Demand Draft
  - ii. Bank Guarantee
- c. In case of demand draft submission, details have been provided in the Data Sheet. In case of Bank Guarantee, the same is to be provided from any Nationalized Bank as per the format specified under Annexure-3 in this document.
- d. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the RFQ cum RFP. As validity period of RFQ cum RFP is 180 days, the EMD shall be valid for 225 days from Technical Bid opening date. "Day" means calendar day.
- e. The EMD is interest free.
- f. The EMD of successful bidder would be returned upon submission of Performance Bank Guarantee. The EMD of all unsuccessful bidders will be refunded by Client at

the earliest post signing of contract and submission of the PBG by the successful bidder.

- g. The bid submitted without EMD will be rejected without providing any further opportunity to the bidder concerned.
- h. The bidder shall extend the validity of the offer and EMD on request by Client.
- i. The EMD may be forfeited, if a bidder withdraws its bid during the period of bid validity.

## 10.4 Integrity Pact

The Bidder is required to enter into an Integrity Pact with the Client. For this, the Bidder shall submit the original signed and stamped Integrity Pact as part of an envelope titled “Integrity Pact, Authorisation Letter & EMD” as per dates mentioned in the Data Sheet above, failing which, the Bid submitted by the concerned Bidder will be liable to be rejected. The format for the Integrity Pact is provided in Annexure 2 of this RFQ cum RFP.

## 10.5 Pre-Bid Meeting and Clarifications:

### **Pre-Bid Meeting**

- a. Client shall hold a pre-bid meeting with the prospective bidders as mentioned in “Data Sheet”.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the officer(s) mentioned in this document by email in Excel format as given in the Data Sheet.
- c. The queries should necessarily be submitted as per format in Annexure –1.
- d. Client shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications after the indicated date and time may not be entertained by Client.

### **Responses to Pre-Bid Queries and Issue of Corrigendum**

- a. Client will endeavour to provide timely response to all queries. However, Client makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Client undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFQ cum RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted as per the details given in Data Sheet.

- d. Any such corrigendum shall be deemed to be incorporated into this RFQ cum RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Client may, at its discretion, extend the last date for the receipt of Proposals.

## 10.6 Submission of proposals

- a. A four bid system will be followed for this RFQ cum RFP with a Combined Quality and Cost Based Selection criterion. The four bids are
  - i. Integrity Pact, Authorisation Letter and Earnest Money Deposit (EMD)
  - ii. Pre-Qualification Bid
  - iii. Technical Bid and
  - iv. Commercial Bid. For submission dates, kindly refer to Data Sheet in the RFQ cum RFP.
- b. This RFQ cum RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates of officer duly authorised to submit the bid. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>
- c. 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. Failure to submit the Bid on time could cause a bid to be rejected. The Client will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).

## 10.7 Bid Format

Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not submitted in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFQ cum RFP, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the Client. In any event, the Client shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Client.

### 10.7.1 Cover 1 - Integrity Pact, Authorization Letter and Earnest Money Deposit (EMD)

Section No.	Section Heading	Details
<b>Section 1</b>	Integrity Pact	Scanned Copy of the Integrity Pact. Details in <b>Annexure 2</b>
<b>Section 2</b>	EMD	Scanned copy of the EMD. Details in <b>Annexure 3</b>

### 10.7.2 Cover 2 - Pre-Qualification Bid Format

Section No.	Section Heading	Details
<b>Section 1</b>	Pre-Qualification Bid Covering Letter	As per format provided in <b>Annexure 4</b>
<b>Section 2</b>	Profile of the Bidding Firms	As per format provided in <b>Annexure 5</b>
<b>Section 3</b>	Pre-Qualification Criteria	Pre-Qualification criteria table as mentioned with response and reference against each criterion Citations to be provided in the format as in <b>Annexure 6</b>
<b>Section 4</b>	Power of Attorney / Copy of Board Resolution	i. Power of Attorney duly executed by Lead Bidder in favour of Authorized Signatory signing the bid or a Board Resolution authorizing the Authorized Signatory to sign the bid.
<b>Section 5</b>	No Deviation Certificate	As per format provided in <b>Annexure 7</b>

### 10.7.3 Cover 3 - Technical Bid Format

Section No.	Section Heading	Details
<b>Section 1</b>	Technical Bid Covering Letter	As per format provided in <b>Annexure 8</b>
<b>Section 2</b>	About Bidder	Details of the Bidder
<b>Section 3</b>	Technical Evaluation Criteria	Response to be in line with the requirements of Technical Evaluation Criteria. Citations need to be provided in the format as in <b>Annexure 6</b>
<b>Section 4</b>	Approach and Methodology	Clearly furnish two sections as mentioned in the Technical Evaluation Criteria
<b>Section 5</b>	Organization Structure & Key Resources	As per format provided in <b>Annexure 9</b> of this RFQ cum RFP.

### 10.7.4 Cover 4 - Commercial Bid

Section No.	Section Heading	Details
<b>Section 1</b>	Commercial Bid Covering Letter	As per format provided in <b>Annexure 10</b>
<b>Section 2</b>	Commercial Bid	As per the format provided in <b>Annexure 11</b>

The Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of provision of goods and services under this RFQ cum RFP. The Bidder should refer to the Cover Letter for the commercial bid for details.

A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

Bidder should study the clauses under Payment Terms and Conditions of this RFQ cum RFP while finalizing the commercial bid.

## 10.8 Language

The bid and all related correspondence and documents in relation to the bidding process shall be in English language only.

## 10.9 Late Bids

Bids received after the due date and time as specified in the Data Sheet for any reason whatsoever, shall not be entertained by Client.

## 10.10 Clients' Right to terminate the Process

The Client may terminate the RFQ cum RFP process at any time and without assigning any reason. The Client makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Client will not be liable in any way to any person in case of termination of this Bid process except that if the EMD has been received from the Bidder prior to such termination, the EMD will be returned (without any interest) as promptly as possible to the respective Bidders.

## 10.11 Acceptance of Terms & Conditions

By responding to this RFQ cum RFP, bidders submit and confirm their acceptance to the Terms and Conditions of this RFQ cum RFP.

## 10.12 Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFQ cum RFP:

- Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.

- During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
- The bidder's bid is conditional and has deviations from the terms and conditions of RFQ cum RFP.
- Bid is received in incomplete form.
- Bid is received after due date and time.
- Bid is not accompanied by all the requisite documents.
- Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwillingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Financial bid is enclosed with the same folder as technical bid.
- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case any one bidder submits multiple bids unless additional bids are withdrawn upon notice immediately.
- Failure of the successful bidder to agree with the Terms & Conditions of the RFQ cum RFP

## 10.13 Contacting Client

From the time of submission of RFQ cum RFP to the time of awarding the contract, if a Bidder needs to contact Client for any reason relating to this RFQ cum RFP enquiry and /or its bid, it should do so only over e-mails as specified in the data sheet.

In case a Bidder attempts to influence Client in its decision on scrutiny, comparison & evaluation of proposals and awarding the contract, the RFQ cum RFP of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by Client.

## 10.14 Withdrawal of RFQ cum RFP

No bid should be withdrawn after the deadline for submission of RFQ cum RFP and before expiry of the RFQ cum RFP validity period. If a bidder withdraws the RFQ cum RFP during

this period by any means, it will result in forfeiture of the earnest money furnished by the bidder in its bid.

## 10.15 Authentication of Bids

The Bid should be accompanied by a power-of-attorney in the name of the signatory of the Bid.

## 10.16 Deviations

The bidder shall not provide for any deviations in the bid. If Client is of the opinion that the bid contains any deviation, then Client reserves the right to seek withdrawal of any such deviation before considering the technical and commercial bid.

## 10.17 Award of Contract

The contract shall be awarded to the successful Bidder determined basis Combined Technical and Financial Score as laid down in section 11.3.4 The contract shall be awarded by way of issuance of Letter of Award (LOA) by the Client and the bidder shall immediately act upon such acceptance letter.

After signing of the contract/Agreement, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

## 10.18 Contract Period

The terms of contract/agreement shall be for a period of one (01) year. However, the terms & conditions of the contract/agreement shall be applicable from the date of Letter of Award (LOA) and the Agency must sign the Contract within 21 days after issue of LOA.

The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.

The Bidder shall be relieved from its contractual obligation only when all the works and responsibilities are completely discharged by the Agency in accordance with the terms & conditions of the RFQ cum RFP/Contract.

## 10.19 Signing of Contract

The successful bidder will be required to execute an agreement on Non-judicial stamp paper of appropriate value with Client within 21 days of the date of the award letter (LOA). Format of Contract/agreement is enclosed as Volume 2 of RFQ cum RFP.

In case the successful bidder fails to enter into the agreement with Client within 21 days, the EMD deposited by such bidder shall stand forfeited without giving any further notice.

## 10.20 Performance Bank Guarantee (PBG)

The successful Bidder shall at his own expense submit to Client an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a nationalized bank, in the format prescribed in Annexure 12, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 10% of total contract value as further detailed in the RFQ cum RFP. Except as otherwise provided in the RFQ cum RFP, no interest shall be payable on the PBG. In case the project is delayed beyond the project schedule as mentioned in the RFQ cum RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFQ cum RFP and six months thereafter.

For the successful bidder the Performance Bank Guarantee shall be retained by Client until the completion of the assignment by the Consultant and be released 180 (one hundred and eighty) days after the completion of the assignment.

# 11. Selection Process for Bidder

## 11.1 Opening of Bids

The Proposals will be opened by the Client in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms for attending the opening of the bid.

There will be three bid-opening events

- a) Stage 1 Opening: Cover 1 (Integrity Pact & EMD) and Cover 2 (Pre-Qualification bid)
- b) Stage 2 Opening: Cover 3 Opening (Technical bid)
- c) Stage 3 Opening: Cover 4 Opening (Commercial bid)

The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage.

The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in the Technical Bid.

## 11.2 Clarification on Bids

During the bid evaluation, Client may, at its discretion, ask the Bidder for a clarification 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.

## 11.3 Evaluation Process

Client shall evaluate the responses to this RFQ cum RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of the Client in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Client. Client may ask for meetings with the Bidders to seek clarifications or conformations on their proposals. During the Bid Evaluation, Client reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFQ cum RFP.

The steps for evaluation are as follows:

### 11.3.1 Stage 1: Pre-Qualification

- a) Client shall open Cover 1
- b) If the contents of the Cover 1 are as per requirements and the EMD and Integrity Pact in prescribed format have been received in original by the Client as per the terms of this RFQ cum RFP, the Client shall open "Cover 2". Each of the Pre-Qualification conditions mentioned in Section 12 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- c) Response to the Pre-Qualification Requirements will be evaluated in accordance with the requirements specified in this RFQ cum RFP. A checklist must be created with proper page-wise indexing of all supporting documents.
- d) Results of the Pre-Qualification Bid opening will be intimated to bidders.

### 11.3.2 Stage 2: Technical Evaluation

- a) Cover 3 marked as "Technical bid" will be opened only for Bidders who succeed in Stage 1.

- b) The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFQ cum RFP and technical evaluation framework as mentioned in Section 13.

Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Minimum of 70 marks must be secured by bidder to qualify. Only the bidders who get an aggregate Technical score of 70marks or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

***Normalized Technical Score of a Bidder = {Bidder's Technical Score/ Highest Technical Score} X 100 (adjusted to 2 decimals)***

### ***11.3.3 Stage 3: Commercial Evaluation***

- a) All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b) The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Client's discretion.
- c) The Normalized commercial score of the thus qualified bidders will be calculated, while considering the Total Contract Value given by each of the Bidders in the Commercial Bid as follows:

***Normalized Commercial Score of a Bidder = {Lowest Total Contract Value/ Bidders Total Contract Value} X 100 (adjusted to 2 decimals)***

- d) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately. Taxes will be paid/reimbursed as per the terms of the Agreement.
- e) Any conditional bid would be rejected.
- f) Errors & Rectification: Arithmetical errors will be rectified on the following basis:
1. "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
  2. If there is a discrepancy between words and figures, the amount in words will prevail."
  3. If the Bidder does not accept the error correction, its Bid will be rejected and its EMD may be forfeited.

#### 11.3.4 Stage 4: Final score calculation through QCBS

- a) The final score will be calculated through Quality and Cost selection method based with the following weightage:
  - Technical: 70%
  - Commercial: 30%
  - Final Score = (0.70\*Normalized Technical Score) + (0.30\* Normalized Commercial Score)
- b) The bidder with the highest Final Score shall be treated as the Successful bidder.
- c) In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## 12. Pre-Qualification Criteria

The Bidder's pre-qualification bid will be evaluated as per the following criteria:

Sr.#	Parameters	Requirement	Supporting Documents
1	Single Bidder	A Bidder is required to Bid on its own and no Joint Ventures or Consortiums are permitted	Declaration from the Authorized Signatory
2	Legal Entity/ Registration of Company	1. The bidder must be incorporated and registered in India under the Indian Companies Act 1956/ LLP Act 2008 / Partnership Act 1932 & Subsequent amendments thereto and should have been operating for the last 5 years 2. Registered under GST as on the date of publishing of the RFQ cum RFP	1. Certificate of Incorporation /Copy of Registration Certificate (s) 2. GST Registration Certificate
3	Experience	The bidder should have at least 3 years of experience in HR consulting	Self certified declaration from Authorized Signatory
4	Profitability	The Bidding firm must be a profit making (Profit after tax) company in the last three financial years (FY 2016-17, 2017-18, 2018-19)	Certificate from CA firm / P&L statement and Balance sheet approved by the auditor.
5	Annual Turnover	Bidder should have had a minimum average annual turnover of Rs. 20crores in last three financial years from consultancy services.	Audited Balance Sheet for 3 financial years
6	Experience in HR Consulting	The Bidder should have successfully completed at least 3 projects, each of value Rs 1.50crore or 2 projects, each of Rs.2.00 crore or 1 Project of Rs.3.00 crore or more in the last 3 years (from the date of publication of bid) in HR Transformation & Consulting in India	Copy of Contract/ Work Order and Completion Certificates from the Client; OR Copy of Contract/ Work Order and Self Certificate of Completion certified by the Authorized Signatory;
7	Experience in	The Bidder should have successfully	Copy of Contract/ Work

Sr.#	Parameters	Requirement	Supporting Documents
	Government Processes	completed at least 3 projects of Rs.1.50 crore, or 2 projects of value Rs. 2.00crore or 1 project of Rs. 3.00 crore or more in each in the last 3 years (from the date of publication of bid) in process transformation in Government Clients or Public Sector Units	Order and Completion Certificates from the Client; OR Copy of Contract/ Work Order and Self Certificate of Completion certified by the Authorized Signatory;
8	Not Blacklisted	The bidder should not be blacklisted by Central/State Government Ministry/ Client/PSU as on the date of bid submission.	Self-declaration from the bidder on company letter head, signed by authorized signatory.

**Note:** For all Citations, ongoing projects will be considered for evaluation if the completed component of the project meets the project value requirements. Bidders, in such cases will have to furnish - Copy of Contract/ Work Order and Certificate from the Client/ Authorized Signatory clearly mentioning the completed component of the project and the value of the completed component.

## 13. Technical Evaluation Criteria/ Framework

The Technical bid will be evaluated as per the Technical Evaluation Criteria mentioned in the table below:

#	Criteria	Criteria Details	Documentary Evidence	Maximum Marks Allotted
1	<b>Bidder's Profile:</b> Experience of large HR Transformations with focus on Organizational Development and Talent Management.	<p>The Bidder should have successfully implemented at least 3 projects of value of at least Rs 2 Crore each in the last 5 years (from the date of publication of bid) in the areas pertaining to at least 2 of the following:</p> <ul style="list-style-type: none"> <li>▪ Organizational Development/Design</li> <li>▪ Manpower Planning/Performance Evaluation</li> <li>▪ Talent lifecycle management</li> <li>▪ Culture &amp; Change Management</li> </ul> <p><b>Marks breakup:</b>                      1 Project: Max 3.5marks                      2 Projects: Max 7marks                      3 Projects: Max 10marks</p>	<p>Copy of Contract/ Work Order and Completion Certificates from the Client;                      OR                      Copy of Contract/ Work Order and Self Certificate of Completion certified by the Authorized Signatory;</p>	10
2	<b>Bidder's Profile:</b> Experience of similar engagements	<p>The Bidder should have successfully implemented at least 3 projects of value of at least Rs. 2 Crore in the last 5 years (from the date of publication of bid) in the areas pertaining</p>	<p>Copy of Contract/ Work Order and Completion Certificates from the Client;</p>	15

#	Criteria	Criteria Details	Documentary Evidence	Maximum Marks Allotted
		<p>to at least 2 of the following:</p> <ul style="list-style-type: none"> <li>▪ Competency Modelling (functional &amp; behavioral) and Framework Design</li> <li>▪ Competency/ Skill Dictionary Preparation</li> <li>▪ Job Analysis and Design</li> <li>▪ Competency based Leadership Development</li> </ul> <p><b>Marks breakup:</b></p> <p>1 Project: Max 5 marks  2 Projects: Max 10 marks  3 Projects: Max 15 marks</p>	<p>OR</p> <p>Copy of Contract/ Work Order and Self Certificate of Completion certified by the Authorized Signatory;</p>	
3	<p><b>Bidder's Profile:</b> Experience of large organization transformation</p>	<p>The Bidder should have successfully completed at least 3 projects of value of at least Rs. 2 Core each in the last 5 years (from the date of publication of bid) in organization transformation/management/HR Business Process engineering/HR management/process transformation in Government Clients or Public Sector Units</p> <p>1 Project: Max 3.5 marks  2 Projects: Max 7 marks  3 Projects: Max 10 marks</p>	<p>Copy of Contract/ Work Order and Completion Certificates from the Client;</p> <p>OR</p> <p>Copy of Contract/ Work Order and Self Certificate of Completion certified by the Authorized Signatory;</p>	10

#	Criteria	Criteria Details	Documentary Evidence	Maximum Marks Allotted												
4.	<b>Approach and Methodology</b>	Description of Bidder's understanding of FRAC: 15 Approach and Methodology proposed by the Bidder for Scope of Work: 10 Presentation: 10	Bidder's Technical Proposal Presentation made by the Bidder.	35												
5	<b>Profiles of Personnel:</b>	Resources will be scored on their profiles against the profile requirements mentioned in the RFQ cum RFP. <table border="1" data-bbox="674 703 1335 1058"> <thead> <tr> <th>Resource Name</th> <th>Max Marks</th> </tr> </thead> <tbody> <tr> <td>Programme Manager (SME)</td> <td>6</td> </tr> <tr> <td>Competency and Org Design Expert</td> <td>6</td> </tr> <tr> <td>Competency and Org Design Team Member</td> <td>6</td> </tr> <tr> <td>Government Process Team Member</td> <td>6</td> </tr> <tr> <td>Occupational Psychologist</td> <td>6</td> </tr> </tbody> </table>	Resource Name	Max Marks	Programme Manager (SME)	6	Competency and Org Design Expert	6	Competency and Org Design Team Member	6	Government Process Team Member	6	Occupational Psychologist	6	CVs of the resources	30
Resource Name	Max Marks															
Programme Manager (SME)	6															
Competency and Org Design Expert	6															
Competency and Org Design Team Member	6															
Government Process Team Member	6															
Occupational Psychologist	6															
<b>TOTAL</b>				<b>100</b>												

**Note:** For all Citations, ongoing projects will be considered for evaluation if the completed component of the project meets the project value requirements. Bidders, in such cases will have to furnish - Copy of Contract/ Work Order and Certificate from the Client/ Authorized Signatory clearly mentioning the completed component of the project and the value of the completed component

## 14. Commercial Bid and Payment Terms

### 14.1 Commercial Bids

- The commercial bids shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of commercial bids. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

### 14.2 Payment Terms

- Payment shall be made on a monthly basis on satisfactory performance in Indian Rupees. The invoices will be raised only using GST details of the successful vendor.
- The invoices must be based on work orders (or any amendments thereof) issued by the Client.
- The payments will be made in the following manner:

End of month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
% payment of contract value	4%	4%	4%	4%	4%	4%	12%	12%	12%	12%	12%	16%

## 15. Terms of Business

Client will award the contract to the successful bidder for implementation. The award of the contract will be done to the highest scorer of the evaluation done as mentioned above. The successful bidder has to sign a contract for implementation of the project and has to commence the project within 15 working days from the date of issue of the order.

### 15.1 Responsibilities

Client will engage consultant with effect from their acceptance of contract to provide with the services described in the contract, together with such other services as may be reasonably requested from consultant from time to time. Consultant agrees to perform the services in a timely manner, and to exercise all reasonable skill and care in their performance of them.

Consultant shall provide Client promptly with any information, data or documents that may reasonably be required in order to comply with obligations under the contract. Consultant shall undergo / undertake specific trainings in the format and to the extent as may be stipulated by Client, including web-based modular trainings. Such training should be started before or immediately after commencement of the services and should be finished within 2 weeks thereafter or as prescribed under any specific training format, whichever is later.

### 15.2 Fees and expenses

Client will pay the Consultant in respect of their professional fees and expenses as per the scope of work agreed with the consultant in the applicable contract. Unless otherwise agreed between us, consultant will invoice based on the billing milestones defined in the Payment Schedule. Each invoice the consultant submits will include a description of the work the consultant would have performed during the period to which it relates.

### 15.3 Termination

Client may terminate the contract immediately upon written notice to Consultant if:

- i. Consultant is unable to perform the services or have materially or repeatedly breached any of the terms of the agreement
- ii. Consultant performs the services in a manner which is unsatisfactory to Client. Consultant become bankrupt (or, in the case of a partnership, any of their partners becomes bankrupt), are adjudicated insolvent, have a liquidator or an administrative or other receiver appointed to manage their affairs or have an order made against consultant that consultant be wound up or cease to carry on all or substantially all of

their business.

- iii. Client reasonably determine that such termination is required in accordance with applicable law, regulations or professional obligations (including as a result of circumstances that threaten our professional independence or create a potential conflict of interest); or the Contract is terminated.
- iv. Such termination shall be without prejudice to any rights we might have which accrued prior to termination.

## 15.4 Intellectual Property Rights

Client will own all rights, title and interest in and to all data, reports, frameworks, specifications, designs, models, analyses, inventions, programs and other property or materials (collectively, the "Works") that consultant or, if an entity, employees, officers, managers, directors or agents (collectively, "Personnel") develop in connection with the provision of the services including all copyright interests and intellectual property rights in the design and development of the e-learning materials. Consultant shall perform all such acts as may be reasonably necessary for the purpose of perfecting the assignment to us of all copyright and other intellectual property rights in the Works. Consultant hereby waive all moral rights in all jurisdictions.

Consultant acknowledges that during the performance of their services, they may gain access to certain methodologies, frameworks, know-how, products, processes, ideas, interpretations, models, documentation, manuals, software, discs, reports, research, working notes, papers, data, specifications, designs, analyses, inventions and/or similar items ("Materials") which are proprietary to Client or other third parties. Consultant agrees that this contract shall not operate to transfer any intellectual property rights or copyright interests in such Materials to them, and Client (or their Client and other third parties, as the case may be) shall continue to retain all intellectual property rights and copyright interests in such Materials.

Consultant shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by us in writing.

## 15.5 Confidentiality

In the course of providing the Services Consultant will be privy to information of a confidential nature relating to Client and Consultant may learn confidential information

Clients business, systems of work and other confidential information. Consultant agrees that they will use such Confidential Information only in compliance with their obligations under the concerned contract, that consultant will not disclose such information to any third party except to the extent required by law and that consultant will, in relation to confidential information which comes into their possession during the performance of the subcontract, comply with the confidentiality obligations placed upon us by the contract as if consultant were a party to the contract in Clients place. These restrictions do not apply to information which has entered the public domain or which has been disclosed to consultant by a third party who is not subject to any restriction on disclosure.

## 15.6 Data Protection

To the extent consultant collect, use, store or otherwise process (collectively, “Process”) Confidential Information that can be linked to specific individuals (“Personal Data”) in connection with the performance of their Services under a contract, consultant shall process such personal data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the “Act”), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the “Rules”).

Without prejudice to the generality of the preceding clause, consultant represents that consultant shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Personal Data against unauthorized access, damage, use, modification, disclosure or impairment, as required by the Rules (“Data Protection Procedures”). Consultant shall not further disclose or transfer Personal Data to any other person or entity, except as required by applicable law or court order.

Consultant shall not retain Personal Data for longer than is reasonably required for the performance of their Services.

## 15.7 Governing Law and Jurisdiction

This RFQ cum RFP shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the subsequent contract, any contract hereunder services shall be subject to the exclusive jurisdiction of the Indian courts.

## 15.8 Deliverables

All deliverables and source files will be shared with Client after the modules have been signed-off. The Intellectual Property Rights for all the work products will rest with Client.

## 16. Annexures

### 16.1 Annexure 1 - Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

#	Section Name & No.	Page No.	Statement as per tender document	Query by bidder	Reason for Query	Response by Client
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

## 16.2 Annexure 2 - Integrity Pact

### **Integrity Pact**

This Integrity Pact is entered by and between

The Department of Personnel & Training , Ministry of Personnel, Public Grievances and Pensions, Government of India, having its office located at Institute of Government Accounts & Finance, Block no. IV, Old JNU Campus, New Delhi, Delhi 110067 (herein after referred to as the “Client”, which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

### **AND**

<\*\*\*>, a Company incorporated under the Companies Act, 1956, having its registered office at <\*\*\*>(hereinafter referred to as “Bidder” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

### **Preamble**

The Client intends to award, under laid down organizational procedures, contract for “Defining and detailing a scalable process for FRAC (Framework for Roles Activities and Competencies including skills) \_<Bidder’s Name>” through an open tender process and has issued RFQ cum RFP bearing number \_\_\_\_\_. The Client values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Vendor(s) / Contractor(s).

In order to achieve these goals, the Client wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Contract Evaluation Committee (comprising of Technical Evaluation Committee and Financial Evaluation Committee) /Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

### **Section 1- Commitments of the Client**

- 1) The Client commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Client, personally or through family members, will in connection with the RFQ cum RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Client will during this tender process treat all Bidder(s) with equity and reason. The Client will in, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
  - c) The Client will exclude from the process all known prejudiced persons.
- 2) If the Client obtains information on the conduct of any of its officers / employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Client will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2- Commitments of the Bidder**

- a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the Client's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- c) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.
- d) The Bidder will not commit any offence under the Indian Penal Code 1860 and / or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Client as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The Bidder will not, directly or through any other person or firm, approach any

Government officials, ministers, political persons public servants, or any external agencies to influence the bidding decision making process or to attain any undue favours to the Bidder.

- g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees / Directors /management representatives of the Bidder who have family relationships with the employees or officers of the Client.
- h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the Client. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Client or any other interests during this tender process or through operation of the Agreement.
- i) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future**

#### **Contracts**

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the Client is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

#### **Section 4: Compensation for Damages**

- a) If the Client has disqualified the Bidder from this tender process prior to the award according to Section 3, the Client is entitled to forfeit the Earnest Money Deposit/ Bid Security deposited by the Bidder.
- b) If the Client has terminated the Agreement according to Section 3, or if the Client is entitled to terminate the Agreement according to Section 3, the Client shall be entitled to demand and recover from the Bidder / Vendor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other

penalties/ recoveries as per terms and conditions of the Agreement.

#### **Section 5: Previous Transgression**

- a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.
- b) If the Bidder makes incorrect statement on this subject or hides any material information, the Client is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

#### **Section 6: Equal treatment of all Bidders**

- a) The Bidder undertakes to demand from all subconsultants of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the Client before signing of the Agreement with the Client.
- b) The Client will enter into individual Integrity Pacts with identical conditions as this one with all sub-consultants of the Vendor.
- c) Only if the Bidder has entered into this Integrity Pact with the Client, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) The Client will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

#### **Section 7: Criminal charges against violation Bidder/ Subconsultant(s)**

If the Client obtains knowledge of conduct of the Bidder or its Subconsultant, or of an employee or a representative or an associate of the Bidder or Subconsultant which constitutes corruption, or if the Client has substantive suspicion in this regard, the Client will inform the same to the Chief Vigilance Officer.

#### **Section 8: Independent External Monitor/Monitors**

- a) The Client appoints \_\_\_\_\_ as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- b) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor shall report to the \_\_\_\_\_.

- c) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Client including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subconsultants of the Vendor. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Subconsultant(s) of Vendor with confidentiality.
- d) The Client will provide to the Monitor enough information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the Client and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.
- e) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Client and request the Client to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- f) The Monitor will submit a written report to the Client within 8 to 10 weeks from the date of reference or intimation to him by the Client and, should the occasion arise, submit proposals for correcting problematic situations.
- g) If the Monitor has reported to the Client, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the Client has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- h) The word 'Monitor' would include both singular and plural.

#### **Section 9– Pact Duration**

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.
- b) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is

discharged/ determined by the Client.

**Section 10 – Other provisions**

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the Client first above written, i.e. New Delhi.
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

**For & On Behalf of the Client  
(Official Seal)**

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:**

**(Name & Address):**

**For & On Behalf of the Bidder  
(Official Seal)**

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:**

**(Name & Address):**

## 16.3 Annexure 3 - Bank Guarantee Format for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFQ cum RFP # <<RFQ cum RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Client") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

- If a Bidder withdraws the bid or increases the quoted prices after opening of the Bid and during the Bid validity period or its extended period, if any.
- In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFQ cum RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFQ cum RFP.
- If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of the conditions mentioned above and specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFQ cum RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<*insert 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 date*>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## 16.4 Annexure 4 – Pre-Qualification Bid Covering Letter

<Original signed copy on company letter head>

To,

Director (DFFT & iGOT)

Room No. 305, Training Division, Client

Block no. IV, Old JNU Campus

New Delhi, 110067

**Subject:** Submission of the Pre-Qualification bid for “Defining and detailing a scalable process for FRAC (Framework for Roles Activities and Competencies including skills) \_<Bidder’s Name>”

Dear Sir,

We, the undersigned, offer to provide FRAC consulting services to Client with reference to your Request for Qualification cum Request for Proposal dated<insert date> and our Bid. We are hereby submitting our Pre-qualification bid.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFQ cum RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFQ cum RFP document.

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 16.5 Annexure 5 - Bidder's General Information

Bidders are requested to furnish the following information and enclose along with quotation.

<b>S. No.</b>	<b>Item</b>	<b>Bidder's Response</b>
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Name & Designation of Authorized person	
5.	Contact Name	
6.	Address	
7.	Mobile	
8.	Telephone	
9.	Email Address	
10.	Brief Description of the Organization	

**16.6 Annexure 6 - Citations – Work Experience** (Submit separate sheets for experience quoted in prequalification and technical criteria)

<b>S. No.</b>	<b>Item</b>	<b>Bidder's Response</b>
1.	<b>Name of Bidder entity</b>	
2.	<b>Assignment Name</b>	
3.	<b>Name of Client</b>	
4.	<b>Country</b>	
5.	<b>Contact Details of client</b> <i>(Contact Name, Address, Telephone Number)</i>	
6.	<b>Approximate Value of the Contract</b>	
7.	<b>Duration of Assignment (months)</b>	
8.	<b>Award Date (month/year)</b>	
9.	<b>Completion Date (month/year)</b>	
10.	<b>Narrative description of the project</b>	
11.	<b>Details of Work that defines the scope relevant to the requirement</b>	
12.	<b>Documentary Evidence attached</b>	

## 16.7 Annexure 7 - No Deviation Certificate

<Original signed copy on company letter head>

To,

Director (DFFT & iGOT)

Room No. 305, Training Division, Client

Block no. IV, Old JNU Campus

New Delhi, 110067

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFQ cum RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to certify that our offer contains no deviation on the Scope of Work, Legal or Commercial aspects in either direct or indirect form.

Sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 16.8 Annexure 8 - Technical Bid Covering Letter

To,  
Director (DFFT & iGOT)  
Room No. 305, Training Division, Client  
Block no. IV, Old JNU Campus  
New Delhi, 110067

**Subject:** Submission of the Technical bid for “Defining and detailing a scalable process for FRAC (Framework for Roles Activities and Competencies including skills) \_<Bidder’s Name>”

Dear Sir,

We, the undersigned, offer to provide the services for defining and detailing the FRAC (Framework for Roles Activities and Competencies including skills) framework with reference to your Request for Bid dated <insert date>. We are hereby submitting our Technical Bid along with Commercial Bid (without prices) for your perusal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFQ cum RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFQ cum RFP document. We understand you are not bound to accept any Bid you receive.

Yours sincerely,  
(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 16.9 Annexure 9 - Formats for submission of Profiles

1. Name of Firm:
2. Name of Staff:
3. Contact Details:
4. Designation:
5. Areas of Expertise:
6. Date of Birth:
7. Years with the Firm:
8. Total Years of Experience:
9. Nationality:
10. Education:

<Passport Photo>
------------------

S. No.	Degree Obtained	Institution	Dates
1			

11. Key Qualifications:
12. Membership of Professional Associations:
13. Professional Certifications:
14. Other Training:
15. Countries of Work Experience:
16. Languages:

S. No.	Languages	Speak	Read	Write
1				

17. Employment Record

From/To	
Client	
Position held	
Key Duties Assigned:	

18. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned (Please provide the details of the projects undertaken till date)

Name of assignment or project:	
Year:	
Location:	
Client:	

Main project features:	
Positions held:	
Activities performed:	

## 16.10 Annexure 10 – Covering Letter for Commercial Bid

To:

Director (DFFT & iGOT)  
Room No. 305, Training Division, Client  
Block no. IV, Old JNU Campus  
New Delhi - 110067

**Subject:** Commercial Bid for <Name of the RFQ cum RFP>

Dear Sir/ Ma'am,

We, the undersigned, offer to Defining and detailing a scalable process for FRAC (Framework for Roles Activities and Competencies including skills) to Client with reference to your RFQ cum RFP dated <insert date>. Our attached Commercial Bid has been prepared as per requirements specified in the RFQ cum RFP. The price(s) quoted are inclusive of all the taxes.

### 1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the RFQ cum RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the last date of submission of the Bids.
- We hereby confirm that our prices are inclusive of all taxes. However, all the taxes are quoted separately also under relevant sections.
- We understand that the actual payment would be made as per the prevailing rates at the time of payment.
- Rates have been quoted in the relevant forms as specified in the RFQ cum RFP and is for entire scope of work.

### 2. QUALIFYING DATA

We confirm having submitted the information as specified in section “Instructions to Bidders”. In case you require any other further information/documentary proof in this

regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

3. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFQ cum RFP document.

We understand you are not bound to accept any Bid you receive.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

(Authorised Signatory)

Name:

Designation:

Address:

Date:

## 16.11 Annexure 11- Commercial Bid Format Proposal

The Commercial Bid shall be submitted in the format below:

Profile Name	Monthly Rate without Tax per Resource (Rs.) (A)	Applicable Tax (Rs) per month (B)	Monthly Rate per Resource with Tax (Rs.) (C = A+B)	Annual cost with Tax (Rs.) (D=C*12)
Programme Manager and Subject Matter Expert				
Competency and Organizational Design Expert				
Competency and Organizational Design Analyst				
Government Process Expert				
Occupational Psychologist				
<b>Total (with Tax) Rs.</b>				

### Notes:

- Prices quoted by the Bidder shall remain firm during the entire contract period and shall not be subject to variation on any account except change in applicable tax rates. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

## 16.12 Annexure 12: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s -----(hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

#### WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.