

Request for Proposal (RFP)

for

Empanelment of Human Resource (HR) Firms for Providing IT resources

**NATIONAL INSTITUTE OF URBAN AFFAIRS
Core 4B, India Habitat Centre
Lodhi Road, New Delhi- 110 003**



RFP No. NIUA-IT/2020-21/RQHR01

Disclaimer

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the National Institute of Urban Affairs (NIUA), or any of their representatives, employees or advisors (collectively referred to as “NIUA Representatives”), is provided to Bidder/s on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

The purpose of this RFP Document is to provide interested parties with information to assist the formulation of their response for Empanelment pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by NIUA in relation to the Assignment. Such assumptions and statements, in this RFP Document do not purport to contain all the information that each Bidders may require. The assumptions, assessments, information and statements contained in this RFP Document may not be accurate, adequate and complete and each Bidders should conduct its own enquiries and analysis, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this RFP Document, and obtain independent advice from appropriate sources.

NIUA Representatives make no representation or warranty and shall incur no liability to any person, including any Bidder or Bidders, under any law, statute, rule or regulation or tort, principles of restitution for 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 RFP Document or otherwise, including the accuracy, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with qualification of Bidders for participation in the Empanelment Process.

The NIUA may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document or cancel this RFP process.

Glossary

Term	Meaning
CCSG	Citizen Centric Smart Governance
CDG	Centre for Digital Governance
ICT	Information and Communication Technology
IT	Information Technology
M/o HUA	Ministry of Housing & Urban Affairs
NDA	Non-disclosure Agreement
NIUA	National Institute of Urban Affairs
NUGP	National Urban Governance Platform
NUIS	National Urban Innovation Stack
RFP	Request for Proposal
SOW	Scope of Work
ToR	Terms of Reference
EMD	Earnest Money Deposit

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1. Background

Established in 1976, the National Institute of Urban Affairs (NIUA), an autonomous body under Ministry of Housing and Urban Affairs (MoHUA) was tasked to bridge the gap between research and practice on issues related to urbanization and suggest ways and mechanisms address urban challenges in the country. For more than 40 years now, NIUA has been actively working to identify key areas of concern for urban India. It has utilized its competencies in research, knowledge management, policy advocacy and capacity building to address urban challenges and develop sustainable, inclusive, and productive urban ecosystems in the country.

NIUA has emerged as a thought leader and knowledge hub for urban development in India and is sought by both Indian and International organizations for collaborations and partnerships. NIUA is aligning its efforts towards achieving the Sustainable Development Goals (SDGs) through all its initiatives and programs.

A National Urban Innovation Stack (NUIS) Strategy and Approach was published by the Ministry of Housing and Urban Affairs (MoHUA) and National institute of Urban Affairs (NIUA) in February 2019 which is envisioned to create a digital public good for stakeholders across the “quadruple helix” of government, industry, academia, and civil society in urban India. NIUA has established the Centre for Digital Governance (CDG) to operationalize the NUIS and anchor the collaborative, ecosystem-driven processes it will enable. CDG has laid out extensive plans for expansion in various areas of expertise.

The ongoing IT initiatives within NIUA has created a strong demand of IT Resources. Which include Solution Architects, Project managers, software Developers, DevOps Engineers, Business Analysts, UI/UX, QA tester, Website developers and more. The demand for such resources may further go up due to the factors such as new initiatives, expansion of projects, internal strengthening of IT systems etc.

2. Purpose of Request for Proposal (RFP)

The purpose of this **Request for Proposal (RFP)** is to empanel HR Firms to provide manpower staffing services for IT Resources (Based on agreed Job Description) to support Various IT Initiatives of NIUA.

NIUA invites sealed 'Bids' from eligible, reputed, qualified HR firms, who participates in the process as detailed out in this RFP document. This RFP is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section 5 of this RFP document.

3. Type of Engagement

The type of engagement under this RFP is 'Empanelment'. The empanelment shall be valid for 1 Year and shall be extended further period at the discretion of NIUA

4. Terms of Reference

The IT resources requirement including the anticipated future demand, may include various IT roles such as Program Managers, Scrum Masters, Project Managers, Functional & Non-Functional Testers, Frontend Developers, Backend Developers, Web Developers, DevOps Engineers, Solution Architects, Technical Architects, UI/UX Designers, QA testers, and other roles.

These positions shall be based at NIUA, New Delhi.

NIUA as its organizational philosophy is aligned with usage of Open-Source Technologies. Therefore, the present and future demand of the resources will be aligned to the Technology stack of skills which is Open Source and Diverse and includes

- Frontend Frameworks – Angular, Reach, Vue etc.
- Backend – Node JS, Laravel etc.
- Databases – MongoDB, PostgreSQL, MySQL etc.
- CMS – Drupal, WordPress
- Other Technologies – PHP, Unix, GIT etc.

4.1. Scope of Work (SoW)

The Scope of work for HR agencies shall include following tasks, which may vary from assignment to assignment;

- Define the HR requirements based on the requirement in consultation with NIUA,
- Prepare a step by step process for selection of resources.
- The process for recruitment, methodology of selection and work plan, which will be finalized in consultation and approval of NIUA.
- Prepare a schedule of the recruitment and get it finalized in consultation with NIUA.
- Carry out Extensive outreach to provide good pool of resources.
- Screen the applications received from the prospective resources to filter the best resources for identified post.
- Undertake all necessary due diligence, including but not limited to the educational and technical/experience claims of the resources.
- Provide 2 to 3 shortlisted resource against each post. The same should be accompanied by HR summary details indicating strengths and weaknesses of the resources who will be interviewed by the Selection Panel of NIUA.
- Facilitate evaluation/interviews of resources by NIUA.
- Facilitate joining of resources if found suitable by NIUA.

4.2. Details of Sample IT resources Requirements

Technical Expertise	Qualification	Experience in years
Program Manager	<ul style="list-style-type: none"> • B.Tech/BE • Minimum 8 years of experience in IT Sector • Experience of Project Management in Software Implementation 	10-15 years
Technical Project Manager	<ul style="list-style-type: none"> • Master's Degree in Information Technology/ Engineering/MCA • Minimum 10 years of relevant experience • Experience in working with the GoI /State Government/ ULB or similar institution for implementation e-governance projects • Experience in preparation of technical documents for the e-Services and solution to implementing the IT related infrastructure services /e-services, networking infrastructure etc. 	10-12 years

Business Analysts	<ul style="list-style-type: none"> • B.Tech/BE/BCA and post-graduate qualification required; post-graduate degree in management preferred • Demonstrated experience in requirement-gathering & elicitation from clients • Demonstrated experience with documentation (User stories, BRD, FRD, Flow Diagram etc.) 	3-5 years
Software Designers/ Architects	<ul style="list-style-type: none"> • B.Tech/BE • 8+ years hands-on experience in technologies like Distributed computing, Java, API driven Development, RDBMS, Restful web services, Spring Framework, JavaScript, NodeJS, HTML 5. • Experience in development of enterprise-class scalable and performant systems. • Experience in Product development • Experience in mobile applications shall be a plus. • Excellent distributed system design capabilities • Exposure to web services, workflow engines • Experience in Web Servers and Application servers. • Experience in CI/CD – Git, Maven and Jenkins. 	7-10 years
Software Developers	<ul style="list-style-type: none"> • BE/B.Tech/BCA • Proven work experience as a back-end developer • In-depth understanding of the entire web development process (design, development, and deployment) • Hands on experience with programming languages like Java, JavaScript, PHP and Python 	3-5 years
DevOps & Cloud Monitoring	<ul style="list-style-type: none"> • Bachelor's degree in computer science or equivalent (BE/B.Tech/BCA) • Strong Computer Networking fundamentals • Experience with modern DevOps fundamentals, tools and techniques • Experience in CI/CD – Git, Maven and Jenkins. 	3-5 years

Website Developers	<ul style="list-style-type: none"> • Bachelor's degree in computer science or equivalent (BE/B.Tech/BCA) • Strong Computer programming fundamentals • Experience with modern frameworks, CMS, tools and techniques 	3-5 years
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The above profiles are indicative and only for the purpose of providing an understanding to the bidders on the type of the requirement. However, the job description of the specific requirement will be provided by NIUA, time to time, depending upon the project.

5. Eligibility Criteria

- 5.1 The Bidder should be a COMPANY as per the Indian Companies Act.
- 5.2 The Bidder must have an office in India registered with the competent NIUA and should be operational for at least 5 financial years as of 31 March 2020.
- 5.3 The bidder should have an average annual turnover of Rs. 25 Lacs in last 3 financial years. (Refer [Appendix 9](#) for format).
- 5.4 The Bidder should demonstrate soundness of its financial position. As a minimum, the Bidder's Net Worth for each of the last three financial years (FYs 2017-18, 2018-19 and 2019-20) calculated as the difference between total assets and total liabilities, should be positive. (Refer [Appendix 3](#) for format).
- 5.5 As on last date of submission of the Bid, the Bidder should not be blacklisted by Central Government/ State Governments/ Union Territories/ PSUs in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. (Refer [Appendix 4](#) for format).
- 5.6 The Bidders shall have the experience of at least 5 Similar Projects. (**Similar Projects means** The Bidders should have experience in providing IT Manpower staffing/hiring services)
- 5.7 The Bidder shall have minimum 10 employees on its payroll to manage similar services. (Refer [Appendix 10](#) for format)
- 5.8 The Bidders should have experience in providing IT Manpower staffing/hiring services of min 100 resources (Cumulative) in last 3 years as on the date of submission of the bid, out of which 30% of the hiring should be in Central Government/ State Governments/ Union Territories/ PSUs.

6. Technical Evaluation

Bidders who meet the pre-qualifications/eligibility requirements as per Section 5 of this RFP shall be considered as qualified for Technical evaluation.

The criteria for technical evaluation shall be as defined below with Maximum Marks of 100. The minimum qualifying marks shall be **70** for opening of financial BID.

The Technical Evaluation criteria (Table 1):

S.No.	Parameters	Marking	Max Marks	Documentary evidence to be submitted
1.	Average annual Turnover from Similar Project during last three FY i.e. FY: 2017-18 FY: 2018-19 FY: 2019-20	i. >5 cr.: 15 Marks ii. >2 Cr and upto 5 Cr: 10 Marks iii. >1 Cr and upto 2 Cr.: 5 Marks iv. Above 0.25 Cr and upto 1 Cr: 2 Marks	15 Marks	Certificate from statutory auditor (Appendix 9)
2.	Certifications: ISO certificates	i. ISO Certificate = 5 Marks	5 Marks	Relevant certificates
3.	Work Experience: Bidder's Experience in Manpower hiring/staffing in last three years as on the date of bid submission	1 Marks for each project (Maximum 10)	10 Marks	Copy of the Work Order for ongoing project/ work Completion Certificates from end user for completed projects.
4.	No. of Manpower hiring in last 3 years as on the date of bid submission	i. >200 nos. = 15 Marks ii. >150 and upto 200 nos. = 10 Marks iii. >100 and upto 150 nos. = 5 Marks	15 Marks	Copy of the Work Order for ongoing project / work Completion Certificates from end user for completed projects.
5.	No. of qualified people to undertake the services	i. >40 = 15 Marks ii. >25 and upto 40 = 10 Marks iii. >15 and upto 25 = 7 Marks iv. >10 and upto 15 = 5 Marks	15 Marks	Certificate from Bidder (Refer Appendix 10 for format)

6.	Approach Methodology (basis documentation submitted and interaction with/ presentation to, evaluation committee members)			
6.1	Bidder Presentation which should include, to a minimum following. <ul style="list-style-type: none"> ○ Company profile ○ Methodology for diverse resource pool management ○ Similar projects undertaken ○ Challenges and risks foreseen, and mitigation plans for each of the identified challenges/ risks 	40 Marks	40 Marks	Presentation copy

Note: NIUA will open the financial BID of only those Bidders scoring minimum 70% in technical evaluation.

7. Earnest Money Deposit (EMD)

The Bidder shall submit an EMD of INR 2,00,000 (Rupees Two Lakhs only) in the form of Demand Draft/ Bank Guarantee for any nationalized / scheduled bank. The same shall be valid for 120 Days from the date of BID submission. In case of Bank Guarantee claim period will be 90 Days. The EMD shall be in favour of [Director, NIUA].

No interest will be payable by the NIUA on the Earnest Money Deposit.

In case a bid is submitted without EMD as mentioned above, then NIUA shall reject the bid without providing opportunity for any further correspondence to the bidder concerned and the Bids shall be treated as non-responsive.

The EMD of unsuccessful Bidders will be returned by the NIUA, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder/s or if NIUA cancels the Bidding Process.

The Selected Bidder's EMD will be returned within 30 days of signing of the contract.

In event of the occurrence of the following, the EMD may be forfeited if:

- A Bidder withdraws their bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- During the bid process, if any information is found wrong / manipulated /fraudulent information in the bid.

8. Availability of RFP document and Validity of bid

8.1 The document can be downloaded from the following website:

<https://niua.org/tenders>
<https://smartnet.niua.org/tenders>

8.2 The BID shall be valid for 120 days.

9. Schedule of Empanelment Process

NIUA will endeavor to adhere to the following schedule:

Sr. No.	Event Description	Indicative Dates
1.	Date of Issue of RFP	5 th Feb 2021
2.	Last Date /Time for receiving queries	8 th Feb 2021, 1500 Hrs
3.	Pre-bid Conference	11 th Feb 2021, 1600 Hrs.
4.	NIUA's response to bidders' queries	15 th Feb 2021
5.	Last Date /Time for Submission of Bid	4 th March 2021, 1500 Hrs
6.	Date /Time for opening of Technical Bids	4 th March 2021, 1600 Hrs
7.	Bidders' presentation	to be notified later
8.	Opening of the Price bid	to be notified later
9.	Contract signing and Empanelment of the firm/s	to be notified later

Bidders are advised to visit the website i.e., www.niua.org on a regular basis for any updates/corrigendum related to this RFP. No separate communication will be sent to any prospective Bidders

10. Pre-bid Conference

10.1 Pre-bid Conference of Bidders will be convened as per schedule given in section 9.

10.2 Details of Pre- BID conference

Date: 11th Feb 2021, 1600 Hours

Virtual meeting link : meet.google.com/xos-wgtc-wpc

10.3 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of NIUA. NIUA will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Empanelment process.

11. Communications

All communications excluding the submission of bid shall be addressed to following emails

Email to: cdg-ccsg@niua.org

Copy to: director@niua.org

12. Bid Submission

12.1 The bid shall be submitted by an eligible bidder as per Section 5

12.2 A Bidders which has earlier been debarred by NIUA/ M/o HUA or blacklisted by any Central Government/ State Governments/ Union Territories/ PSUs in India from participating in any tendering/bidding process shall not be eligible to submit a bid, if such bar exists as on the Bid Due Date. The Bidders shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Bid Due Date as per format provided in Appendix 4.

12.3 Each Bidders shall submit only one (1) Bid for the work. Any Bidders, who submits or participates in more than one Bid for the Empanelment shall be disqualified.

- 12.4** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, and EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]” will be dropped in the box placed at the reception of NIUA. NIUA shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.
- 12.5** If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 12.6** The Bid and all related correspondence and documents should be furnished in English language. Documents enclosed with the Bid may be in any other language provided that these are accompanied by appropriate translations of the pertinent passages in the English language. Supporting material, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.
- 12.7** The Bidders shall be responsible and shall bear all costs and expenses associated with the preparation of its Bid and its participation in the Empanelment. It is clarified that NIUA will not be responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the Empanelment process.
- 12.8** Bidder should submit the EMD as specified in the RFP in the envelope containing technical BID.
- 12.9** Bidder to provide the financial BID as per [Appendix 8](#).
- 12.10** It is desirable that each Bidders submits its Bid after collection of required information and analysis or any other matter considered relevant by it.
- 12.11** It shall be deemed that by submitting the Bid, the Bidders has:
- 12.11.1 Made a complete and careful examination of the RFP Document;
 - and
 - 12.11.2 Received all relevant information requested from NIUA.
- 12.12** NIUA will not be liable for any mistake or error on the part of the Bidders in respect of the above.

12.13 The Bidders shall provide all the information in terms of this RFP Document. Only those Bids shall be evaluated that are received in the required format and complete in all respects

12.14 The Bidders shall submit complete Bid comprising the documents and forms in accordance with **check list provided in this section** at following address

Attention: Director, National Institute of Urban Affairs

Address:

National Institute of Urban Affairs

1 Floor, Core 4B

India Habitat Centre, Lodhi Road

New Delhi – 110003

INDIA

a. The deadline for submission of BID is:

Date: 4th March 2021

Time: 1500Hrs.

b. NIUA will not consider any Bid that arrives after the deadline for submission of RFP, as above. Any Bid received by NIUA after the deadline for submission of RFP will be declared late, rejected, and returned unopened to the Bidders.

c. NIUA may, in exceptional circumstances, and at its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with **Section 13**, uniformly for all Bidders.

12.15 Sealing and Marking of Bids

An authorized representative of the Bidders shall sign & all pages of the bid in the required format. **Checklist for Submission of bid:**

I.	Letter of Offer	Refer Appendix 1
II.	Details of Bidder	Refer Appendix 2
III.	Financial Capability of the Bidder	Refer Appendix 3

IV.	Affidavit certifying that Entity / Director(s) of Entity are not blacklisted	Refer Appendix 4
V.	Approach and Methodology	Refer Appendix 5
VI.	Format for “Manpower Hiring” undertaking by the BIDDER	Refer Appendix 6
VII.	EMD	Refer Appendix 7
VIII.	Financial Proposal	Refer Appendix 8
IX.	BIDDER Turnover	Refer Appendix 9
X.	Undertaking of Manpower on firms payroll	Refer Appendix 10
XI.	Draft Contract	Refer Appendix 11

13. Amendment of RFP Document

13.1 At any time prior to the Bid Due Date, NIUA may, for any reason, whether at its own initiative or in response to clarifications requested by Bidders, modify the RFP Document by the issuance of Addenda posted on the website.

13.2 In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, NIUA may, at its own discretion, extend the Bid Due Date.

14. Clarifications

A Bidder requiring any clarification on the RFP Document may request NIUA online through mail at Email: cdg-ccsg@niua.org with copy to director@niua.org. The Bidders should send in their queries latest by the relevant date and time mentioned in **Section 9** ‘Schedule of Empanelment Process’. NIUA will endeavor to respond to the queries by the date mentioned in the Schedule of Empanelment process. The responses will be uploaded on the website: www.niua.org.

15. Right to Accept or Reject any of the bid

15.1 Notwithstanding anything contained in this RFP Document, NIUA reserves the right to accept or reject any Bid or to annul the Empanelment process or reject all Bids at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.

15.2 NIUA reserves the right to reject any Bid if:

15.2.1 At any time, a material misrepresentation is made or discovered; or

15.2.2 The Bidders does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the bid.

15.3 Rejection of the Bid by NIUA, as aforesaid, shall lead to the disqualification of the Bidders.

16. Opening of Bids

The NIUA will open the Bids in public at the address, on the date, and time specified below in the presence of Bidder's` designated representatives and anyone who chooses to attend.

16.1 Address of Opening of Bids is:

Address:

National Institute of Urban Affairs

1 Floor, Core 4B

India Habitat Centre, Lodhi Road

New Delhi – 110003

INDIA

17. Evaluation of Bids

17.1 The Bids, so received, will subsequently be examined and evaluated in accordance with the criteria set out in Section 5 and Section 6.

17.2 NIUA reserves the right to utilize the services of consultant/s or advisor/s, to assist in the examination, evaluation, and comparison of Bids.

17.3 NIUA reserves the right to reject any bid, if:

17.3.1 At any time, a material misrepresentation is made or discovered; or

17.3.2 The Bidders does not respond promptly and diligently to requests for supplemental information required for the evaluation of the bid.

18. Confidentiality

- 18.1** Information relating to the examination, clarification, evaluation, and recommendation for the Empanelment process will not be disclosed to any person not officially concerned with the Empanelment Process. NIUA will treat all information submitted as part of the Bid in confidence and will require all those who have access to such material to treat the same in confidence. At the conclusion of the evaluation process, NIUA will publish the details of Bidders who has been selected.
- 18.2** NIUA will not divulge any such information unless it is ordered to do so by any NIUA pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

19. Clarifications to Facilitate Evaluation

- 19.1** To facilitate evaluation of Bids, NIUA, at its sole discretion, may seek clarifications in writing from any Bidders regarding its bid. Such clarifications will be provided within the time specified by NIUA, as the case may be, for this purpose. Any request for clarifications and all clarifications will be in writing.
- 19.2** If a Bidders does not provide clarifications sought, within the prescribed time, its Bid will be liable to be rejected. In case the Bid is not rejected, NIUA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidders will be debarred from subsequently questioning such interpretation.

20. Empanelment and Notification

- 20.1** The technically qualified bidder offering Lowest price **as per price template in [Appendix 8](#)** will be shortlisted for empanelment.
- 20.2** All other technically qualified bidders, whose financial bid is within 20% above the lowest bid, shall be provided an opportunity to match the lowest Price to get empaneled. Such Bidders will be required to notify their interest and acceptance to NIUA, in writing, within 7 days of price BID opening.
- 20.3** NIUA will notify all technical qualified bidders who match the lowest price about the

acceptance to their offer and subsequent empanelment.

- 20.4** The empaneled firm will be required to submit a performance guarantee in the form of demand draft or a bank guarantee within 15 days of signing of the contract. The draft contract is given in Appendix 11. This draft contract is indicative and will be discussed and finalized during contract negotiation.

21. Fraud and Corrupt Practices

- 21.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in this RFP, NIUA will reject the Bid without being liable in any manner whatsoever to the Bidders, if it determines that the Bidders has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Empanelment Process.
- 21.2** Without prejudice to the rights of NIUA under Section 23 here in above, if an Bidders is found by the NIUA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Empanelment Process, or after the issue of the notification of Empanelment, such Bidders shall not be eligible to participate in any tender or RFP or RFP issued by NIUA during a period of 2 (two) years from the date such Bidders is found by NIUA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 21.3** For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- 21.3.1 “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Empanelment Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Empanelment Process or after the issue of the Notification of Empanelment as the case may be, any person in respect of any matter relating to the Empanelment or Notification of Empanelment, who at any time has been or is a legal, financial or technical consultant/ adviser of NIUA in relation to any matter concerning the Assignment;
- 21.3.2 “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Empanelment process;
- 21.3.3 “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Empanelment Process;

- 21.3.4 “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the NIUA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment process; or (ii) having a Conflict of Interest; and
- 21.3.5 “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Empanelment Process.

22. Miscellaneous

The Empanelment process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process.

- 22.1.1** NIUA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 22.1.2** Suspend and/or cancel the Empanelment Process and/or amend and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;
- 22.1.3** Consult with any Bidders in order to receive clarification or further information;
- 22.1.4** Retain any information and/or evidence submitted to NIUA by, on behalf of and/or in relation to any Bidders; and/or
- 22.1.5** Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidders.
- 22.2** It shall be deemed that by submitting the bid, the Bidders agrees and releases NIUA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 22.3** All documents and other information supplied by NIUA or submitted by Bidders shall remain or become, as the case may be, the property of NIUA. NIUA will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 22.4** NIUA reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Appendix 1: Format for Letter of Offer

[On the Letter head of the Bidders]

Date:

To

Director, NIUA

XXXXX

Ref: RFP for Empanelment of Human Resource Firms for Providing IT resources

Dear Sir,

Being duly authorized to represent and act on behalf of
(Hereinafter referred to as “the Bidders”) and having gone through and fully understood all of the eligibility and qualification requirements and information provided, the undersigned hereby apply for Empanelment for the captioned assignment.

We are enclosing our Bid for Qualification in one (1) original, with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our Bid is valid for a period of 90 (Ninety) days from (Bid Due Date)

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address)

Appendix 2: Format for Details of Bidder

1. Details of Bidders

a	Name of Bidders with full address	:	
b	Tel. No.	:	
c	Fax No.	:	
d	Email	:	
e	Year of Incorporation.	:	Proof of registration of the Bidders to be submitted
f	Name and address of the person holding the Power of Attorney.	:	
g	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h	Name of Bankers with full address.	:	
i	Regional presence (Direct office)		The location details to be provided
j	GST Registration Number	:	Copy to be submitted.

k .	Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnished details)	:	
l .	Name and details (Tel / Mobile / E mail) of contact persons	:	

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the Empanelment process, it is proved that the information furnished by us is wrong, NIUA reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorized Representative of the Bidders

Date _____ Name _____

Place _____ Designation _____ Tel No. _____

Mobile No. _____ Email: _____ Seal/Stamp of the Firm _____

Appendix 3: Format for Financial Capability of the Bidder

(Equivalent in Rs. Crores)

Bidders	Net Worth		
	2017-18	2018-19	2019-20
Total Asset (TA)			
Total Liability (TL)			
Net Worth (TA-TL)			

Certificate from the Statutory Auditor

This is to certify that(name of the Bidders) has Total asset, Total liability and Net worth as shown above against the respective years as per the audited balance sheet.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

Note: The Bidders shall provide details of the Financial Capability based on its own financial statements. The Financial Capability of Bidders parent company or its subsidiary or any associate company shall not be considered for computation of the Financial Capability of the Bidders.

Appendix 4 Format for Affidavit Certifying that Entity / Directors of Entity are not Blacklisted

(On non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Affidavit

I M/s. (Sole Bidder)

(the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not debarred or blacklisted by NIUA / M/o HUA or any State government or Central government/ Union Territory /PSU in India from participating in Project/s, individually as on _____.

We further confirm that we are aware that as per Section 6, our Bid for the captioned Assignment shall be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of Section 6, any stage of the Empanelment Process.

Dated this Day of, 2021....

Name of the Bidders

.....

Signature of the Authorised Person

Appendix 5: Approach and Methodology

I. Understanding of Scope

<Provide the details in approx. 500 words >

II. Methodology for diverse resource pool management

<Provide the details in approx. 500 words >

III. Challenges and risks foreseen & mitigation plans for each of the identified challenges/ risks

<Provide the details in approx. 500 words >

Appendix 6: Format for “Manpower Hiring” Undertaking by the Bidder

Certificate from the Statutory Auditor

This is to certify that(name of the Bidders) has provided IT manpower hiring services for number of resources in last 3 years as on the date of BID submission, out of which 30% of the hiring have been in Central Government/ State Governments/ Union Territories/ PSUs.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Appendix 7 Format for “EMD in case of Bank Guarantee”

(Either DD or BG from Nationalized / Scheduled Bank on INR 100/- Stamp Paper)

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<NIUA>>.

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<NIUA>> (hereinafter called "the NIUA") in the sum of Indian Rupees<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said NIUA, 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:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the NIUA during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the NIUA up to the above amount upon receipt of its first written demand, without the NIUA having to substantiate its demand, provided that in its demand the NIUA will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, 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 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 Indian Rupees<<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>

III. It is a 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:

Appendix 8 Format for “Financial Proposal Submission form”

(Place)

(Date)

To

Director,

National Institute of Urban Affairs (NIUA),

India Habitat Centre,

Lodhi Road,

New Delhi-110003

Dear Sir,

The undersigned, on behalf of [give the name of firm] offer to provide manpower hiring/staffing service for IT Resources (Based on the Job Description) under various IT Initiatives of National Institute of Urban Affairs.

We are submitting our Financial Proposal as below:

S.No.	Description of service	In Figure (in % terms of Annual CTC)	In Words (in % terms of annual CTC)
	Service Fee for manpower hiring (one time per resource)		

Note: The % is to be quoted upto maximum two decimal points.

We understand and agree that;

1. NIUA is not bound to accept any Financial Proposal it has received.
2. The manpower hiring charges will be paid by NIUA as one time charges per resource.
3. The payment will be made by NIUA within 45 days after the joining of the resource and receipt of the invoice from our end.
4. In case the resource leaves NIUA, for any reason whatsoever, within 90 days of joining, we will provide the staffing support to NIUA “at no extra charges” for replacement of the equivalent resource.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Place)

(Date)

Appendix 9: Format – BIDDER Turnover

(Equivalent in Rs. Crores)

Turn over			
Name of the BIDDER	2017-18	2018-19	2019-20

Certificate from the Statutory Auditor

This is to certify that(name of the BIDDER) has average annual turnover as
 Details shown above against the respective years as per the audited balance sheet.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

Note: The BIDDER shall provide details of the Financial Capability based on its own financial statements. The Financial Capability of BIDDER's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the BIDDER.

Appendix 10: Format- Undertaking for Manpower for Firms Payroll

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To
Director,
National Institute of Urban Affairs (NIUA),
India Habitat Centre,
Lodhi Road,
New Delhi-110003

Dear Sir,

This is to certify that we have 10 or more Employees (Total Number of Employees) on firm payroll to manage similar services as on the date of publishing the bid.

Signature:

Name of HR Head:

Name of Firm:

Seal/Stamp of Bidder

Appendix 11: Draft Contract

<This is a draft and indicative template and the final template of the contract will be discussed, agreed and finalized at the time of the contract.>

CONTRACT FOR "IT Manpower Staffing Services "between

[National Institute of Urban Affairs (NIUA)]

and

[name of the HR firm]

Dated:

This CONTRACT (hereinafter called the "Contract") is made on the [day]day of the month of [month], [year], between, on the one hand, [National Institute of Urban Affairs] (hereinafter called the "Client") and, on the other hand, [name of HR firm] (hereinafter called the "HR firm").

WHEREAS

(a) the Client has requested the HR firm to provide certain services as defined in this Contract (hereinafter called the "Services");

(b) the HR firm, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

a. Conditions of Contract;

b. The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Contract Price

Appendix D: Duties of the Client

The mutual rights and obligations of the Client and the HR firm shall be as set forth in the Contract, in particular:

a. The HR firms shall carry out the Services in accordance with the provisions of the Contract; and

b. the Client shall make payments to the HR firms in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Client]

[Authorized Representative]

For and on behalf of [name of HR firm]

[Authorized Representative]

Conditions of Contract

1. General Provisions

1.1. Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.

1.1.2. "HR firm" means any private or public entity that will provide the Services to the "Client" under the Contract.

1.1.3. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is Conditions and the Appendices.

1.1.4. "Day" means calendar day.

1.1.5. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1.

1.1.6. "Government" means the Government of India

1.1.7. "Local Currency" means Indian Rupees.

1.1.8. "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.

1.1.9. "Party" means the "Client" or the HR firm, as the case may be, and "Parties" means both of them.

1.1.10. "Personnel" means professionals and support staff provided by the HR firms and assigned to perform the Services or any part thereof.

1.1.11. "SC" means the Special Conditions of Contract by which the Governing Contract may be amended or supplemented.

1.1.12. "Services" means the work to be performed by the HR firm pursuant to this Contract, as described in Appendix A hereto.

1.1.13. "Third Party" means any person or entity other than the "Client", or the HR firm.

1.1.14. "In writing" means communicated in written form with proof of receipt.

1.2. Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.3. Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.4. Notices

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of

such change to the address specified in the SC.

1.5. Location: The Services shall be performed at such locations as are specified in hereto and, where the location of a particular task is not so specified, at such locations, as the “Client” may approve.

1.6. Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Client” and the HR firm. The HR firm, subject to this Contract, shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.7. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Client” or the HR firm may be taken or executed by the officials specified in the SC.

1.8. Taxes and Duties: The HR firm and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9. Fraud and Corruption

1.9.1. Definitions: It is the Client’s policy to require that Client as well as HR firms observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

1.9.2. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

1.9.3. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

1.9.4. “collusive practices” means a scheme or arrangement between two or more HR firms, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

1.9.5. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10. Measures to be taken by the Client

1.10.1. The Client may terminate the contract if it determines at any time that representatives of the HR firm were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the HR firm having taken timely and appropriate action satisfactory to the Client to remedy the situation;

1.10.2. The Client may also sanction against the HR firm, including declaring the HR firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the HR firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client- financed contract;

1.11. Commissions and Fees

At the time of execution of this Contract, the HR firms shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the “Client” notice to the HR firm instructing the HR firm to begin carrying out the Services. This

notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2. Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3. Commencement of Services: The HR firm shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4. Expiration of Contract: Unless terminated earlier for reasons discussed, agreed and included in the Contract, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5. Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6. Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

3. Force Majeure

3.1. Definition

3.1.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

3.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-HR firms or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

3.1.3. Subject to clause 3.1.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

3.1.4. No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

4. Measures to be taken:

4.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the

consequences of any event of Force Majeure.

4.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

4.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the HR firm, upon instructions by the "Client", shall either:

4.4.1. demobilize; or

4.4.2. continue with the Services to the extent possible, in which case the HR firm shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.

4.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

5. Suspension: The "Client" may, by written notice of suspension to the HR firm, suspend all payments to the HR firm hereunder if the HR firm fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the HR firm to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the HR firm of such notice of suspension.

6. Termination

6.1. By the "Client": The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs as below from 6.1.1 to 6.1.9.

6.1.1. If the HR firm fails to remedy a failure in the performance of its obligations hereunder within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.

6.1.2. If the HR firm becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

6.1.3. If the HR firm fails to comply with any final decision reached as a result of arbitration proceedings

6.1.4. If the HR firm, in the judgment of the "Client", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

6.1.5. If the HR firm submits to the "Client" a false statement which has a material effect on the rights, obligations or interests of the "Client".

6.1.6. If the HR firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.

6.1.7. If the HR firm fails to provide the quality services as envisaged under this Contract. The Client Committee (CC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CC may decide to give one chance to the HR firm to improve the quality of the services.

6.1.8. If, as the result of Force Majeure, the HR firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

6.1.9. If the “Client”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

6.2. In such an occurrence the “Client” shall give a not less than thirty (30) days’ written notice of termination to the HR firms.

6.3. By the HR firm: The HR firm may terminate this Contract, by not less than thirty (30) days’ written notice to the “Client”.

6.3.1. If the “Client” fails to pay any money due to the HR firm pursuant to this Contract within forty-five (45) days after receiving written notice from the HR firm that such payment is overdue.

6.3.2. If, as the result of Force Majeure, the HR firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

6.3.3. If the “Client” fails to comply with any final decision reached as a result of arbitration.

6.3.4. If the “Client” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the HR firm may have subsequently approved in writing) following the receipt by the “Client” of the HR firm’s notice specifying such breach.

6.4. Cessation of Rights and Obligations: Upon termination of this Contract or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Contract, (iii) the HR firm’s obligation to permit inspection, copying and auditing of their accounts and records by Client (iv) any right which a Party may have under the Law.

6.5. Cessation of Services: Upon termination of this Contract by notice of either Party to the other, the HR firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the HR firm and equipment and materials furnished by the “Client”, the HR firm shall handover such documents and material to Client.

6.6. Payment upon Termination: Upon termination of this Contract the “Client” shall make the following payments to the HR firm:

6.6.1. If the Contract is terminated without any fault of the HR Firm and at the convenience of Client, Client will make payments for Services satisfactorily performed prior to the effective date of termination,

6.6.2. If the agreement is terminated due to any reasons attributable to HR Firm, the HR firm shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Client” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of this agreement. The HR firm will be required to pay any such liquidated damages to client within 30 days of termination date.

7. OBLIGATIONS OF THE HR FIRM

7.1. General

7.1.1. Standard of Performance: The HR firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted

professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The HR firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Client”, and shall at all times support and safeguard the “Client” s legitimate interests in any dealings with Sub-HR firms or Third Parties.

7.2. Conflict of Interests: The HR firm shall hold the “Client’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the HR firm shall promptly disclose the same to the Client and seek its instructions.

7.3. HR firm not to benefit from Commissions, Discounts, etc.: (a)The payment of the HR firm pursuant to Contract shall constitute the HR firm’s only payment in connection with this Contract and the HR firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the HR firm shall use its best efforts to ensure that any Sub-HR firms, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

7.3.1. Furthermore, if the HR firm, as part of the Services, has the responsibility of advising the “Client” on the procurement of goods, works or services, the HR firm shall comply with the Client’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Client”. Any discounts or commissions obtained by the HR firm in the exercise of such procurement responsibility shall be for the account of the “Client”.

7.4. HR firm and Affiliates Not to Engage in Certain Activities: The HR firm agrees that, during the term of this Contract and after its termination, the HR firm and any entity affiliated with the HR firm, as well as any Sub-HR firms and any entity affiliated with such Sub- HR firms, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the HR firm’s Services for the preparation or implementation of the project.

7.5. Prohibition of Conflicting Activities: The HR firm shall not engage, and shall cause their Personnel as well as their Sub-HR firms and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

7.6. Confidentiality: Except with the prior written consent of the “Client”, the HR firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the HR firm and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

7.7. Insurance to be Taken out by the HR firm: The HR firm (i) shall take out and maintain, and shall cause any Sub-HR firms to take out and maintain insurance, at their (or the Sub-HR firms’, as the case may be) own cost but on terms and conditions approved by the “Client”, insurance against the risks, and for the coverages specified in the Contract, and (ii) at the “Client’s request, shall provide evidence to the “Client” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

7.8. Accounting, Inspection and Auditing: The HR firm (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Client” or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Client” or the Client, if so required by the “Client” or the Client as the case may be.

7.9. HR firm’s Actions Requiring “Client’s Prior Approval: The HR firm shall obtain the “Client’s prior

approval in writing before taking any of the following actions:

7.10. Subcontracts: the HR firm may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Client”. Notwithstanding such approval, the HR firm shall always retain full responsibility for the Services. In the event that any Sub-HR firms are found by the “Client” to be incompetent or incapable or undesirable in discharging assigned duties, the “Client” may request the HR firm to provide a replacement, with qualifications and experience acceptable to the “Client”, or to resume the performance of the Services itself.

7.11. Reporting Obligations: The HR firm shall submit to the “Client” the reports and documents specified in the Scope of work

7.12. Documents Prepared by the HR firm to be the Property of the “Client”: All documents prepared by the HR firm for the “Client” under this Contract shall become and remain the property of the “Client”, and the HR firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Client”, together with a detailed inventory thereof.

8. OBLIGATIONS OF THE “CLIENT”

8.1. Assistance and Exemptions: Unless otherwise specified in the Contract, the “Client” shall use its best efforts to ensure that it shall:

8.1.1. Provide the HR firm, details of the personnel to be recruited.

8.1.2. Provide to the HR firm and Personnel any general assistance including information of the project and resource requirements as may be required.

8.2. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the HR firm for providing the services i.e. GST , service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the HR firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the HR firm under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the payments.

8.3. Payment: In consideration of the Services performed by the HR firm under this Contract, Client shall make to the HR firm such payments and in such manner as is agreed and provided by this Contract.

9. PAYMENTS TO THE HR FIRM

9.1. Total Cost of the Services (a) The cost of the Services payable is set forth as per the HR firm’s proposal to the Client and as negotiated thereafter.

9.2. Currency of Payment: All payments shall be made in Indian Rupees.

9.3. Terms of Payment: The payments in respect of the Services shall be made as follows:

9.3.1. The HR firm shall submit the invoice for payment of success fee after the Client has selected the resources out of the panel provided by the HR firm. The payment shall be released within 45 days of receipt of invoice.

9.3.2. All payments under this Contract shall be made to the accounts of the HR firm specified in the Contract.

9.3.3. In case of early termination of the contract, the payment shall be made to the HR firm based on assessment made about work done till the date of the termination.

10. FAIRNESS AND GOOD FAITH

10.1. Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

10.2. Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

11. SETTLEMENT OF DISPUTES

11.1. Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, arbitration by a court of law will prevail.

11.2. Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the HR firm, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the HR firm, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re- enactment thereof, shall apply to these arbitration proceedings.

11.3. Arbitration proceedings shall be held in India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

11.4. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the HR firm. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

12. Liquidated Damages

12.1. The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

12.2. The amount of liquidated damages under this Contract shall not exceed [___] % of the value of the assignment of the contract.

12.3. The liquidated damages shall be applicable under following circumstances:

13. Failure to submit deliverable as per schedule the HR firm shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

13.1. If the deliverables are not acceptable to the Client, and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the HR firm shall be liable for Liquidated Damages for an amount equal to []% of the assignment for every week or part thereof for the delay.

14. Miscellaneous provisions:

14.1. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

14.2. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

14.3. The HR firm shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

14.4. The HR firm shall be liable to and responsible for all obligations towards the Client for performance of works/services including that of its Associates/Sub Contractors under the Contract.

14.5. The HR firm shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

14.6. The HR firm shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the HR firm's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the HR firm.

14.7. The HR firm shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the HR firm, in respect of wages, salaries, remuneration, compensation or the like.

14.8. All claims regarding indemnity shall survive the termination or expiry of the Contract.

14.9. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the HR firm for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Client.

Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Scope of work worked out by the "Client" and the HR firms during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Client", etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

APPENDIX C – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX D - DUTIES OF THE "CLIENT"

(Include here the list of Services, facilities and property to be made available to the HR firm by the "Client").