

**Capacity Building  
under  
National e-Governance Plan**

**Request for Proposal (RFP)  
for  
Selection of Consultant**

**Himachal Pradesh Institute of  
Public Administration (HIPA)  
Government of Himachal Pradesh**

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## 1. GOALS OF THIS REQUEST FOR PROPOSAL (RFP)

The primary goal of this RFP is to solicit proposals from the interested bidders to be selected as the Consultant for the Himachal Pradesh Institute of Public Administration (HIPA), Government of Himachal Pradesh through a competitive bidding process. The successful bidder shall provide services for conducting training need analysis, designing the Capacity Building Plan and assisting HIPA in implementation through an appropriate agency. The RFP intends to bring out all the details with respect to scope of services that are deemed necessary to share with the potential bidders.

## 2. RFP ISSUING AUTHORITY

This Request for Proposal (RFP) is issued by the Himachal Pradesh Institute of Public Administration (HIPA) under Government of Himachal Pradesh. HIPA shall be the final authority with respect to qualifying a bidder through this RFP. Their decision with regard to the choice of the Consulting Agency who qualifies through this RFP shall be final and HIPA reserves the right to reject any or all the bids without assigning any reason. HIPA further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

Sl. No.	Item	Description
1	Project Title	Consultant for Himachal Pradesh Institute of Public Administration (HIPA), Himachal Pradesh
2	Project Initiator Details	
	Department	Himachal Pradesh Institute of Public Administration (HIPA)
	Contact Person	Director Himachal Pradesh Institute of Public Administration, Government of Himachal Pradesh
	Contact Details	Himachal Pradesh Institute of Public Administration, Government of Himachal Pradesh, Fairlawns, Shimla – 171012 Phone: 0177 2647855

	<b>Fax: 0177 2647172</b>
	<b>Email: <a href="mailto:hipa-hp@nic.in">hipa-hp@nic.in</a></b>
<b>Website</b>	<b><a href="http://himachal.nic.in/hipa/">http://himachal.nic.in/hipa/</a></b>

### 3. TENTATIVE CALENDAR OF EVENTS

The following table enlists important milestones and timelines for completion of bidding activities:

S. No	Milestone	Date and time (dd-mm-yyyy; hh:mm)
1.	Release of Request For Proposal (RFP)	Sep 26, 2011
2	Last date for submission of written questions by bidders	Oct 25, 2011
3	Pre-Bid Conference	Oct 29, 2011; 14:00 Hours
4.	Last date for Submission of bids	Nov 09, 2011; 14:00 Hours
5	Opening of pre qualification bids	Nov 09, 2011;:16:00 Hours
6	Opening of Technical Bids	To be informed later
7	Opening of Financial bids	To be informed later

### 4. AVAILABILITY OF THE RFP DOCUMENTS

1. The RFP can be downloaded from the HIPA website or can be collected in the form of a soft copy from the office of HIPA at the address provided in Section 2, RFP Issuing Authority on all working days from Sep 26, 2011 to 25 Oct , 2011 as per the schedule given in section 3 above.
2. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

## 5. ACKNOWLEDGMENT OF RECEIPT OF RFP

It is required by the bidder to acknowledge receipt of this RFP by handing over following information to RFP issuing authority at the address mentioned by hand or e- mail. The bidder is requested to use the format provided in **Annexure 4.1**

**RFP Acknowledgement FORM** of this RFP for this purpose. A signed copy of the acknowledgement should be sent to the address given in Section 2.

## 6. PRE-BID CONFERENCE

HIPA will host a Pre-bid Conference, tentatively scheduled as per the schedule given in section 3 above. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with any clarifications regarding the RFP. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project. The venue for the Pre-bid Conference is the address given in Section 2.

## 7. EARNEST MONEY DEPOSIT (EMD)

1. An EMD of Rs. Five Lakhs, in the form of DD drawn in favour of Director, Himachal Pradesh Institute of Public Administration, Shimla, Himachal Pradesh and payable at Shimla, must be submitted along with the Proposal.
2. No bank guarantee will be accepted in lieu of the EMD.
3. The bid security of all unsuccessful bidders would be refunded by HIPA within three months of the bidder being notified by HIPA as being unsuccessful. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.
4. The bid security amount is interest free and will be refunded to the unsuccessful bidders.
5. The bid submitted without bid security, mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
6. The bidder shall extend the validity of the EMD on request by HIPA
7. The bid security may be forfeited:
  - o If a bidder withdraws its bid during the period of bid validity
  - o In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions

## 8. VENUE & DEADLINE FOR SUBMISSION OF PROPOSALS

1. Proposals, in its complete form in all respects as specified in the RFP, must be submitted to HIPA at the address specified above in Section 2.
2. HIPA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum to be made available on the HIPA's website, in which case all rights and obligations of HIPA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## 9. RFP STRUCTURE

The Request for Proposal or RFP (this document) for selection of Consultant is segregated into the following three parts:

### **Part I: General Terms**

Part I of RFP intends to bring out the details on RFP Issuing Authority, Tentative Calendar of Events, Availability of the RFP, EMD, and Venue & Deadline for Submission of Proposals.

### **Part II: Scope of Services**

Part II of RFP intends to bring out all the details on scope of services required from the Consultant.

### **Part III: Commercial and Bidding Terms**

Part III of the RFP details the General Terms & Conditions with respect to the bid process management including bid submission forms to be adopted for the proposed project.

### **Part IV – Standard Forms of Contract and Annexures**

Part IV of the RFP details out the Standard Forms of Contract and Annexures for the proposed engagement. It outlines the contractual, legal terms & conditions applicable for the proposed engagement.

## **Part II: Scope of Services**

## 1. BACKGROUND

Himachal Pradesh Government has taken various e-Governance initiatives with the development and implementation of several IT enabled applications such as e-Office, e-Procurement, e-Samadhan, e-Sameeksha, Employment Exchanges information system, PMIS. Some of the proposed e-Governance initiatives in the state are SSDG, SUGAM, Telemedicine project, and SMS Gateway.

There is key need to leverage the full benefits of the same by the government departments in a holistic and systematic way. This requires focused involvement and cooperation from some of the key departments such as PWD, I&PH, Agriculture, RD, Health, Education, Revenue, Civil Supplies, Transport, Excise & Taxation, and Rural Development, etc. which are spread out across the state. In order to successfully implement such applications, it is pertinent that capacity of key functionaries has to be strengthened along with creating awareness and undertaking change management initiatives across the department.

Himachal Pradesh Institute of Public Administration (HIPA) is spearheading the implementation of change management and capacity building related initiatives under NeGP of GoI to bring in the necessary awareness and acceptance of the various IT applications. HIPA through its e-Governance Centre is also responsible for building capacities across various levels within the departments to enhance the usage of the applications and thereby meeting the end objective of delivering citizen oriented services as envisaged under NeGP.

### **Implementation Model for implementation of Capacity Building Initiatives**

HIPA has identified ten government departments for implanting the model. The type of or proposed applications as determined are required to be implemented in each of the selected Departments. The state is planning to engage implementation agencies that can execute the necessary change management and capacity building initiatives and provide the handholding support to the departments for the successful implementation of the applications within the departments. The implementation agency for the department will utilize the training resource material developed by DIT, GoI where available and design the content and necessary training aids for application specific training in the local language.

## 2. SCOPE OF WORK

The consultant shall provide e-governance Services to HIPA in implementation of the CB Scheme. The consultant will assist the departments in training need analysis, empanelment of implementation agencies, identify department specific requirements, customize the RFP and selection of the implementation agency for the department. The consultant will also assist HIPA in monitoring the performance of the implementation agencies and monitor the progress of the implementation of the application in the departments through pre-defined metrics.

The scope of work for the consultant is divided into 3 Phases as below:

### Phase I:

1. Training Need Analysis of the Identified Departments:
  - a. Study the existing governance structure and institutional framework with an objective to identify modifications
  - b. Study of the Current Capacity (IT skillset, Orientation towards IT systems,etc) in Departments through administration of Training Needs Questionnaires and Training Needs discussions to representative samples grouped by functions, levels, and geographic locations to ascertain existing skill levels
  - c. Review of documentation such as Profiles and Job Descriptions to assess the gap between existing and desired skill levels
  - d. Study of the Applications
  - e. Conduct at least 4 workshops for each Department to understand the challenges / limiting factors faced by the departments in using the applications
  - f. Identify the critical success factors for successful implementation of CB program in the Departments
  - g. Devise strategy to strengthen the capacity and change management requirements
  - h. Devise Training Plan
  - i. Identify the training needs and scope for the implementation agencies, department wise.
2. Empanelment Implementation Agencies:
  - a. Prepare the RFP for empanelment of the Implementation Agencies. The consultant shall prepare the Request for Proposal for Empanelment (RFP) with well-defined scope and pre-qualification criteria to empanel competent implementation agencies. The primary scope for the implementation agency is to design and implement the change management and capacity building initiatives and provide handholding support to the department for successful implementation of the relevant and desired applications in the department with clear monitorable deliverables.

- b. Bid Process Management for Empanelment of Implementation Agencies
- 3. Design Monitoring & Evaluation framework for assessing the progress of implementation in the respective departments
- 4. Design Service Levels (based on the M&E framework) for monitoring the performance of the implementation agency. The service levels will also be used for payments to the implementation agency

**Phase II:**

- 5. Assist Departments in selecting the Implementation Agency from the empaneled list
  - a. Preparation of model RFPs for selection of the Implementation Agency from the Empaneled List. The model Request for Proposal shall be prepared with pre-defined formats for the department specific details. The information to be filled in by the department to customize the RFP may include details such as the applications to be implemented, number of personnel for change management and capacity building initiatives, locations of the department across the State. The model RFP will be prepared to address the key requirement where the selection of the implementation agency by the department from the empaneled list is simplified to the extent possible.
  - b. Collection of the Department specific details and customization of the RFP for the respective Department
  - c. Bid Process Management for selection of the Implementation Agency for the Department.

**Phase III:**

- 6. Program Management of the Implementation for a period of twelve months. The PMU will be staffed with a team of 3 Consultants (one Senior Consultant and two Consultants).
  - a. Assistance to the Departments in managing the Implementation Agencies
  - b. Monitoring the Progress of Implementation of different applications for the respective Department
  - c. Prepare Service Level Report for each Department for recommendation on the payments to the Implementation Agency by the respective Department
  - d. Monitor the progress of the entire program and uptake of the applications within the department through well-defined matrices.

In addition to the above, Consultant will be required to prepare presentations, notes, meeting minutes, and other necessary documents as part of the engagement to aid in discussions, workshops and approvals processes at the HIPA.

Brief description of Departments identified for implementation is given below:

**i. Agriculture:**

The functions of the Agriculture department are to impart latest technology to farmers; to ensure timely supply of agricultural inputs; to educate farmers regarding economic use of irrigation water, about soil and water conservation, about diversified farming; to create minor irrigation facilities; and to educate about marketing facilities to enable farmers to get remunerative prices of their produce. The number of employees currently on rolls of the department on regular basis or otherwise is nearly 2400 spread across State.

**ii. Education:**

The Education Department is under the charge of Education Minister and all policy matters and major administrative decisions are generally taken by Education Minister who is assisted by an Education Secretary who enjoys full administrative and financial powers regarding department such as sanctioning of various schemes projects and budgeting. All schemes of expansion of education, Plan and Non Plan are first approved by Education Secretary, and then submitted to Planning and Finance Department for approval. Education Secretary in addition is over all administrative head of the Education Department for all purposes. Education department is segregated into Elementary Education and Higher Education, each with separate directorate with sub-state level establishments including educational institutes and administrative establishments. It is one of the largest state departments with the total employee strength of various categories numbering around 79000.

**iii. Health and Family Welfare:**

Health and Family Welfare Department deals in Medical and Public Health Acts and Rules; Formation and establishment of Himachal Pradesh Health Services Cadre ; All matters relating to Himachal Pradesh Medical College including deployment of personnel; Medical Attendance Rules ; Public Health including sanitation; Family Planning, Maternity and Child Welfare; Education and Training in Public Health and Family Welfare and Medicine; Medical and Public Health Administration including Hospitals, dispensaries, Allopathic and Health Centers, etc.;Control of Epidemics, Leprosy, T.B.V.D, Malaria, Small-pox and other such diseases; Vaccination; Registration of Births and Deaths; vital statistics; adulteration of food stuffs and other articles; Assistance from UNICEF and other international agencies for medical and Public Health programmes; Admission of Mental patients in Mental Hospitals; Supply of Medical stores from Medical Stores Depots for Institutions under various Departments; Establishment, budget and accounts matters; Implementation of Employees States Insurance Scheme; Himachal Health Drug Act and Rules there under.

The number of employees in the department in various categories, both regular and non-regular is around 13500.

**iv. Horticulture:**

The State Department of Horticulture functions with the objective of building a prosperous Himachal through scientific development of horticulture by harnessing the natural resources for the development of a sustainable system of agriculture in the hilly areas. The Department functions under the administrative control of the Principal Secretary (Horticulture) to the Government of Himachal Pradesh. The Director of Horticulture is the Head of the Department and is assisted by the Joint Director of Horticulture, Deputy Directors of Horticulture and Subject Matter Specialists at the Directorate level. There are seven specified divisions in the Directorate, namely, General Horticulture Plant Nutrition, Plant Protection, Marketing and Post harvest Management, Fruit Processing and Utilization, Horticulture Economics and Statistics, Horticulture Information Services.

The strength of employees in the department at different geographic locations is nearly 2450.

**v. Public Works Department:**

The department is engaged in planning, construction and maintenance of roads, bridges, ropeways and buildings (both residential and non-residential of various Govt. departments) in the State. The department further executes engineering work on behalf of Local Bodies, Public Undertakings, Boards & other Institutions under Himachal Pradesh Government as "Deposit works". Himachal Pradesh Public Works Department is headed by the Engineer-in-Chief with Headquarters at Shimla. Works and matters regarding Codes, Specifications, Planning & Monitoring, Inter-State Connectivity for the entire State and also the entire establishments of PWD are controlled by the Engineer-in-Chief. On administrative and functional considerations, the department has been divided into four zones namely Mandi Zone, Hamirpur Zone, Shimla Zone and Kangra Zone at Dharamshala. All the four zones are headed by Chief Engineers. The total staff strength of all categories on regular and non-regular basis is nearly 42000.

**vi. Irrigation and Public Health:**

The objectives of the Department are the development of water related infrastructure such as Drinking Water Supply Schemes, Sewerage Systems, Irrigation systems through source development, lifting water, boring of tube wells & providing distribution systems, Flood protection works to protect life and property in the State. The Department is also responsible for the operation and maintenance of these systems throughout the State. The number of regular and non-regular employees manning the department is around 27000.

**vii. Rural Development:**

The Rural Development Department is responsible for implementing various development programmes/schemes of the GOI as well as the State Government. Execution/reporting & implementation of different rural development programmes in the State like community development, Housing schemes like IAY & AAY, Swarnajayanti Gram Swarajgar Yojana, National Rural Employment Guarantee Act, SGSY, Special Projects. Besides the Watershed Development Projects (IWDP, DPAP & DDP) and Total Sanitation Campaign, are also being implemented by the department. For efficient discharge of the various functions and responsibilities, team of functionaries numbering around 3150 is available at the State, District and Block levels.

**viii. Excise and Taxation:**

Excise and Taxation Department plays an important role in the fiscal structure of Himachal Pradesh. The major revenue is being collected/mobilized by the Department. The revenue is collected in the shape of fee, taxes and duties, etc. under various enactments that are enforced in the state by the Department. The department has been divided into three Zones comprising of South Zone, North Zone and Central Zone with Head quarters at Shimla, Palampur and Mandi respectively. The manpower available with the department in all categories, regular and non-regular, stands at nearly 800.

**ix. Food, Civil Supplies and Consumer Affairs:**

The Department of Food, Civil Supplies and Consumer Affairs is the backbone of the State Government. The department mainly deals with the demand and supply of various essential commodities in the open market as well as Public Distribution System. The basic responsibility of the department is the enforcement of various control orders against the Essential Commodities Act, 1955 for Price Stabilization and matter relating to Weights & Measures. The main motives of the department are to strengthen the Targeted Public Distribution System, to ensure easy availability of Essential Commodities on reasonable rates and to create awareness amongst the consumers about their rights. The department functions differently at various levels of the administration in District, State and Centre respectively. Again, at each level there are jobs related to monitoring of Market Rates, Allocation and Lifting, Ration Cards, Fair Price Shops, Inspections/Raids and Issuances of Licenses. The number of regular and non-regular employees manning the department is around 330.

**x. Urban Development:**

The Directorate of Urban Development directs , controls and monitors the activities of the Urban Local Bodies in the state of Himachal Pradesh. The Directorate has been assigned the responsibility to look after the legislative, Administrative and Development activities of 49 Municipalities i.e. 1 Municipal Corporation, 20 Municipal Councils and 28 Nagar Panchayats in the State. The main functions of the department include directing, monitoring and controlling the functioning of ULBs, Periodical Inspections of Urban Local Bodies, Ensuring proper utilization of Grant-in-aid in accordance with the rules, Settlement of Audit, PAC and CAG paras, Monitoring of Utilisation Certificate, Implementation of centrally sponsored Schemes, Scrutiny of development work estimates, Improving service condition of the Employees of the Urban Local Bodies, Election matters of Municipalities, Recommendation for amendments in Acts/Rules /Regulations and Bye-Laws of the Urban Local Bodies, Regulating proceedings of the Urban Local Bodies in accordance with the Rules and Regulations, Regulating finances of the Urban Local Bodies, Streamline the tax structure of the, municipalities to increase their finances.

The employee strength of the Urban Development Department is nearly 40.

### 3. DELIVERABLES

Below table provides the list of deliverables along with the timelines:

S. No	Deliverable / Activities	Timeline (T0 is the date of Commencement of Project)
<b>Phase I:</b>		
1.	D1 – RFP for Empanelment of Training Agencies	T0 + 3 weeks
2.	D2 – Training Need Analysis Report for all the Departments	T0 + 1.5 months
3.	D3 – Completion of Bid Process Management for Empanelment and Finalization of the Empaneled List of Agencies - Bid Process - Technical Evaluation Report - Contract with the Empaneled Agencies	T0 + 2 months
4.	D4A: Design Monitoring & Evaluation framework for assessing the progress of implementation in the respective departments  D4B: Design Service Levels (based on the M&E framework) for monitoring the performance of the implementation agency. The service levels will also be used for payments to the implementation agency	T0 + 2.5 months
<b>Phase II:</b>		
5.	D5 – Model RFP for Selection of Implementation Agency by the Department	T0 + 2.5 months

6.	D6 –RFP(Customized) for two Departments	T0 + 3.5 months
7.	D7 – Completion of Bid Process Management for selection of Implementation Agency for two Departments - Bid Process - Technical Evaluation Report - Commercial Evaluation Report - Contract of the Agency with the Department	T0 + 5 months
8.	D8 –RFP(Customized) for remaining Departments	T0 + 4.5 months
9.	D9 – Completion of Bid Process Management for selection of Implementation Agency for remaining Departments - Bid Process - Technical Evaluation Report - Commercial Evaluation Report - Contract of the Agency with the Department	T0 + 6 months
<b>Phase III:</b>		
10.	Department-wise Progress Report (Monthly) Department-wise SLA Monitoring Report (Quarterly) Status Report along with completed activities / issues (Monthly)	As per the frequency of the Report

#### 4. RESOURCE REQUIREMENTS

The consultant should constitute the team comprising individuals with proven experience in various aspects of e-Governance projects for leading the initiative. The team should be anchored by a Senior Partner (or Engagement Lead).

##### Estimated Person Month Effort (Indicative Only)

S. No	Phase	Estimated Duration	Estimated Effort (Indicative Only) Senior Consultant	Estimated Effort (Indicative Only) Consultant
1.	Phase I	~2.5 months	1 @ 25%	1 @ 100%
2.	Phase II	~3 months	1 @ 25%	1 @ 100%
3.	Phase III	~4 months	1 @ 25%	1 @ 100%

1. The team will be housed in HIPA premises in Shimla, Himachal Pradesh.
2. The team will consist of resources with prior experience in implementation of consultancy projects.
3. The consultant will position full time resources during the course of this engagement to ensure interactions with all the stakeholders on a continuous basis and participate in all the required discussions and reviews.
4. The team will work with HIPA and State departments on a day-to-day basis for program management support.
5. The team shall be deployed on an exclusive basis; no resource deployed under this Project will work on any other engagement.

**Indicative Qualifications of the Consultants is given below:**

Senior Consultant

- a. B.E./B.Tech/MCA or equivalent from a premier institute.
- b. More than 6 years of experience in consulting/e-Governance projects.
- c. Should have previous experience in at least three projects involving training need analysis, designing CB/CM requirements, preparation of RFP, and bid process management.
- d. Should have experience of working on Government Projects.
- e. Should have extensive experience in carrying out assessment studies and report writing, presentation making.
- f. Should have excellent oral & written communication skills.
- g. Should have excellent documentation skills.
- h. Preferably must have been with the responding firm for at least from last 1 year.

Consultant

- a. B.E./B.Tech./MCA or equivalent from a premier institute.
- b. More than 4 years of experience in consulting/e-Governance projects.
- c. Should have previous experience in at least one project involving training need analysis, designing CB/CM requirements, preparation of RFP, and bid process management.
- d. Should have experience of working on Government Projects.
- e. Should have experience in carrying out assessment studies and report writing, presentation making.
- f. Should have excellent oral & written communication skills.
- g. Should have excellent documentation skills.

## **Part III: Commercial and Bidding Terms**

## **1. BIDDING PROCESS DETAILS**

The RFP is not an offer by Himachal Pradesh Institute of Public Administration (HIPA) but an invitation to receive proposals from eligible interested parties in respect of the above-mentioned project. The RFP does not commit HIPA to enter into a binding agreement in respect of the project with the short listed potential bidders. Potential Bidders are referred to as “Bidders” in this document.

### **1.1 GENERAL INSTRUCTIONS TO BIDDERS**

#### **1.1.1 BIDDER INQUIRIES AND HIPA’S RESPONSES**

All enquiries from the bidders relating to this RFP must be submitted in writing exclusively to the contact person notified by HIPA in the format specified in Annexure 4.2 Request for Clarification. The mode of delivering written questions would be through post or email. In no event will HIPA be responsible for ensuring that bidders’ inquiries have been received by them.

After the RFP is issued to the bidder, HIPA shall accept written questions/inquiries from the bidders. HIPA will endeavour to provide a complete, accurate, and timely response to all questions to all the bidders. However, HIPA makes no representation or warranty as to the completeness or accuracy of any response, nor does HIPA undertake to answer all the queries that have been posed by the bidders. All responses given by HIPA will be made available on the HIPA website.

#### **1.1.2 SUPPLEMENTARY INFORMATION / CORRIGENDUM / AMENDMENT TO THE RFP**

1. If HIPA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information will be made available on HIPA website. Any such supplement published in the web site shall be deemed to be incorporated by this reference into this RFP.
2. At any time prior to the deadline (or as extended by HIPA) for submission of bids, HIPA, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the websites, and these will be binding on all the bidders.
3. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, HIPA, at its discretion, may extend the deadline for the submission of bids.

#### **1.1.3 PROPOSAL PREPARATION COSTS**

The bidder is responsible for all costs incurred in connection with participation in this

process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by HIPA to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. This RFP does not commit HIPA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

#### **1.1.4 HIPA'S RIGHT TO TERMINATE THE PROCESS**

1. HIPA makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by HIPA. The bidder's participation in this process may result in HIPA selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by HIPA to execute a contract or to continue negotiations.
3. HIPA has the right to terminate process without assigning any reason and no costs will be reimbursed to the participating bidders.

#### **1.1.5 ACCEPTANCE OF PART / WHOLE BID / MODIFICATION – RIGHTS THEREOF**

HIPA reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications / quantities / requirements mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. HIPA also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

#### **1.1.6 AUTHENTICATION OF BIDS**

The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

#### **1.1.7 INTERLINEATIONS IN BIDS**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

#### **1.1.8 LATE BIDS**

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

## 1.2 BID SUBMISSION INSTRUCTIONS

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. HIPA will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only. Any deviations in format or if the envelopes are not sealed properly, the tender will be liable for rejection.

### 1.2.1 MODE OF SUBMISSION

- Submission of bids shall be in accordance with the instructions given in the Table below:

<b>Envelope 1: Bid Security / Board Resolution / Bid Cover Letter</b>	<p>The envelope containing the Bid Security shall be sealed and super scribed "Bid Security – Consultancy Services for HIPA, HP". This envelope <b>should not</b> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</p> <p><b>A board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP shall be included in this envelope.</b></p> <p><b>The covering letter, as per the format specified in Annexure-4.3. Bid Cover Letter should be included in envelope.</b></p>
<b>Envelope 2: Response to Pre- Qualification Requirements</b>	<p>The Response to the Pre-Qualification Requirements shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in this RFP. The envelope containing the Response to Pre-Qualification Requirements shall be sealed and super scribed "Pre-Qualification Requirements – Consultancy Services for HIPA, HP" on the top right hand corner and addressed to HIPA at the address specified in this RFP.</p> <p>The pre-qualification proposal should be submitted with <b>two printed copies of the entire proposal, one marked ORIGINAL and the second one as DUPLICATE and a soft copy on non-rewriteable compact discs (CDs)</b> with all the contents of the pre-qualification proposal. The words "<b>Pre-Qualification Requirements – Consultancy Services for HIPA, HP</b>" shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the pre-qualification proposal will prevail and will be considered as the proposal for the purpose of evaluation. The proposal should contain the copies of references and other</p>

	<p>documents as specified in the RFP.</p> <p><b>This envelope (physical copies or CD) <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</b></p>
<p><b>Envelope 3: Technical Proposal</b></p>	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this RFP. The envelope shall be sealed and super scribed “<b>Technical Proposal – Consultancy Services for HIPA, HP</b>” on the top right hand corner and addressed to HIPA at the address specified in this RFP.</p> <p>The technical proposal should be submitted <b>only in the printed format and the bidder is expected to submit the entire proposal as per the formats in this RFP in duplicate (Two sets), one marked ORIGINAL and the second one as DUPLICATE and a soft copy on non-rewriteable compact discs (CDs)</b> with all the contents of the technical proposal. The words “<b>Technical Proposal – Consultancy Services for HIPA, HP</b>” shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed.</p> <p>In case of discrepancies between the information in the printed version and the contents of the CDs, the printed version of the technical proposal will prevail and will be considered as the proposal for the purpose of evaluation. The proposal should contain the copies of references and other documents as specified in the RFP</p> <p><b>This envelope (physical copy or CD) <i>should not</i> contain any Commercials, in either explicit or implicit form, in which case the bid will be rejected.</b></p>

<b>Envelope 4: Commercial Proposal</b>	<p><b>The Commercial Proposal will be submitted only in the printed format and the bidder is expected to submit only one copy of the Commercial Proposal as per the forms in this volume.</b></p> <p>The Commercial Proposal covering letter should be on the letterhead of the bidder with a seal and signature of the authorized signatory of the bidder. The hard copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed <b>“Commercial Proposal – Consultancy Services for HIPA, HP”</b>. <b>(Not to be opened with the Technical Proposal)</b> at the top right hand corner and addressed to HIPA at the address specified in this RFP.</p>
<b>Envelope 5</b>	<p>All the above 4 envelopes duly sealed should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project (<b>“Consultancy Services: Response to the RFP for Selection of Consultant for HIPA, HP”</b>).</p>
<b>Note:</b>	<ol style="list-style-type: none"> <li>1. <i>The outer and inner envelopes mentioned above shall indicate the name and address of the bidder agency.</i></li> <li>2. <i>Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.</i></li> <li>3. <i>All the outer and inner envelopes shall be properly sealed.</i></li> </ol>

2. HIPA will not accept delivery of proposal in any manner other than that specified in this volume. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
3. Both the envelopes for commercial and technical proposals shall have the name and address of the bidder to enable the proposal to be returned unopened in case it is declared "late" or the technical proposal does not qualify.
4. The bidders are requested to sign across the envelopes along the line of sealing to ensure that any tampering with the proposal cover could be detected.
5. Technical proposal should not contain any commercial information.
6. The envelope with technical and commercial proposals should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various RFP documents and binding contract, at the address and time as specified in this RFP.
7. If any bidder does not qualify in technical evaluation, the Commercial Proposal shall be returned unopened to the bidder.

8. HIPA will not accept delivery of proposal by fax or e-mail. Such proposals shall be rejected.
9. The proposals shall be valid for a period of six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
10. In exceptional circumstances, at its discretion, HIPA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

### **1.2.2 COMMERCIAL PROPOSAL**

- i) The Bidder is expected to price all the items and services proposed in the Technical Proposal.
- ii) Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Prices shall be quoted entirely in Indian Rupees.
- iii) The Commercial Proposal must be detailed and must cover each year of the contract term. The bidder must provide the Commercial Proposal in hardcopy only.
- iv) The Commercial proposal shall contain the prices both in 'figures' and in 'words', wherever sought for in the commercial forms given in this volume.
- v) Correction of Error**
  - a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to HIPA. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
  - b) Arithmetic errors in proposals will be corrected as follows:
    - i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
  - c) The amount stated in the Commercial Proposal will be adjusted by the HIPA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Financial Proposal, its Proposal will be rejected and EMD of the bidder will be forfeited and the Bidder will be liable for other appropriate action as decided by HIPA.
- vi) Prices and Price Information**
  - a) It is mandatory for the Bidder to quote a price for all the components, the services of the solution to meet the requirements of HIPA as listed in this RFP. All the prices will be in Indian Rupees

- b) No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract
- c) The price quoted in the Commercial Proposal shall be the only payment, payable by HIPA to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between HIPA and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- d) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- e) Bidder should provide all prices, quantities as per the prescribed format given in **Annexure 4.6.2 Formats for the Commercial Bid**. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields. If the rate for a line item is left blank it would be considered as zero and no payment would be made to the respective item.
- f) It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder.
- g) All costs incurred due to delay of any sort, shall be borne by the Bidder.
- h) HIPA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, and levies indicated within specified time frames.

### **1.2.3 LANGUAGE OF PROPOSALS**

The proposal and all correspondence and documents shall be written in English.

### **1.2.4 CONDITIONS UNDER WHICH THIS RFP IS ISSUED**

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

- process. Oral communications by HIPA to bidders shall not be considered binding on HIPA, nor shall any written materials provided by any person other than HIPA.
- iv) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against HIPA or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
  - v) Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of HIPA to leave HIPA or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of HIPA.

### **1.2.5 RIGHTS TO THE CONTENT OF THE PROPOSAL**

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the Technical proposal will become the property of HIPA and will not be returned after opening of the technical proposals. The commercial proposals of technically disqualified bidders would be returned unopened to the bidders. HIPA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. HIPA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

### **1.2.6 MODIFICATION AND WITHDRAWAL OF PROPOSALS**

No proposal shall be modified or withdrawn in the intervening period between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Entire bid security may be forfeited if any of the bidders modify or withdraw their bid during the validity period.

### **1.2.7 NON-CONFORMING PROPOSALS**

- A proposal may be construed as a non-conforming proposal and ineligible for consideration:
1. If it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.
  2. If a proposal appears to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed solution, and any such bidders may also be disqualified.

### **1.2.8 DISQUALIFICATION**

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

1. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
2. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
3. The bidder qualifies the proposal with his own conditions.
4. Proposal is received in incomplete form.
5. Proposal is received after due date and time.
6. Proposal is not accompanied by all the requisite documents.
7. Proposal is not properly sealed or signed.
8. If bidder provides quotation only for a part of the project.
9. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
10. Commercial proposal is enclosed with the same envelope as technical proposal.
11. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
12. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
13. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of notice of award of contract or within such extended period, as may be specified by HIPA.
14. Bidders may specifically note that while evaluating the proposals, if it comes to HIPA's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by HIPA.
15. If, the bid security envelope, the pre-qualification envelope, technical proposal and the entire documentation (including the hard and soft/electronic copies of the same) submitted along with that found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

#### **1.2.9 CONFLICT OF INTEREST**

Bidder shall furnish an affirmative statement as to the absence of actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with HIPA. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP. Please use form given in Annexure (Form 4.4.4: Undertaking on Conflict of Interest) for making declaration to this effect.

### **1.2.10 ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

## **1.3 BID OPENING AND EVALUATION PROCESS**

### **1.3.1 BID OPENING SESSIONS**

1. Total transparency will be observed while opening the proposals/bids.
2. HIPA reserves the rights at all times to postpone or cancel a scheduled bid opening.
3. The bids will be opened, in three sessions, one for Bid Security and Pre-Qualification Proposal, one for Technical of those bidders whose Pre-Qualification bids qualify and one for Commercial of those bidders whose technical bids qualify, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
4. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for HIPA, the Bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, HIPA shall go ahead and open the bid of the bidders.
5. During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
6. The bid security will be opened by HIPA for bid evaluation, in the presence of bidders' representatives (only one) who may choose to attend the session on the specified date, time and address. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Technical Bid (Pre-Qualification Response) is opened, and bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected.

### **1.3.2 OVERALL EVALUATION PROCESS**

1. A tiered evaluation procedure will be adopted for evaluation of proposals, with the pre-qualification evaluation being completed before technical evaluation and technical evaluation being completed before the commercial proposals are opened and compared.
2. HIPA will review the technical bids of the qualified bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. HIPA may seek inputs from their professional, external experts in the technical and commercial evaluation process.
3. HIPA shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.
4. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.

### **1.3.3 EVALUATION OF PRE QUALIFICATION PROPOSAL**

The evaluation of the Pre-Qualification bids will be carried out in the following manner:

1. The bidders' Pre-Qualification Proposal in the bid document is evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the pre-qualification criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for evaluation.

### **1.3.4 EVALUATION OF TECHNICAL PROPOSALS**

The evaluation of the Technical bids will be carried out in the following manner:

1. The bidders' technical proposal proposed in the bid document is evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified in the format specified in the RFP as required for technical evaluation.
2. HIPA may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications submitted by the Bidder on the technical proposal should not have any commercial implications.
3. Proposal Presentations: The committee may invite each pre-qualified bidder to make a presentation to HIPA at a date, time and venue decided by HIPA. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals.
4. The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the

opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.

5. Following will be the technical evaluation methodology:
  - ☐ Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Each of the criteria will be assigned a technical score.
  - ☐ Only the bidders, who score above the minimum cut-off score defined in each of the sections AND score a total Technical score of **70 (seventy)** or more, will qualify for the evaluation of their commercial bids. In addition, the bidders are also required to score the minimum cut-off mark defined for each section, as explained below.
  - ☐ The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process.
  - ☐ The committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the financial bids.
  - ☐ The technically qualified bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

### 1.3.5 EVALUATION OF COMMERCIAL PROPOSAL

The Commercial Bids of only the technically qualified bidders will be opened for evaluation. The bidder with the L1 bid (the lowest commercials) will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders quote the same commercials, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.

### 1.3.6 PRE-QUALIFICATION CRITERIA

The invitation for bids is open to all entities registered in India who fulfil prequalification criteria as specified below:

1. Bidders declared to be ineligible to participate in bidding during the last five financial years by Himachal Pradesh State Government for unsatisfactory past performance, breach of general / specific instructions, corrupt, fraudulent or any other unethical business practices shall not be eligible. Bidders shall submit a self-declaration to this effect.
2. Bidders declared by the Himachal Pradesh Government as blacklisted will be ineligible to participate in the bidding process.
3. Breach of general or specific instructions for bidding, general and special conditions of contract with HIPA or any of its other affiliate organizations during the past 5 years may make a firm ineligible to participate in the bidding process.

4. The participation is restricted to companies registered in India.
5. The Bidder should satisfy all of the criteria below on its own:
  - i. The Bidder should be a company registered under Indian Companies Act 1956 or the Partnership Act 1932. The company should be in operations in India for at least the last three financial years for the year ending 31<sup>st</sup> March 2011 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India. The bidder will be a single legal entity.

Provide Details as per Format given in Annexure (Form 4.4.1: DETAILS OF THE BIDDER ORGANIZATION).

- ii. The Bidder should be a profitable company for the last two years and should have annual turnover of more than INR 25 Crore in each of the last 2 Years in India only from Consulting Services related assignments.

Provide Details as per Format given in Annexure (Form 4.4.2: Financial Information).

- iii. The company should have at least 50(fifty) full time qualified consultants.

Provide Self Certification by an authorized signatory.

- iv. The Bidder should have done at least three e-Governance Consulting assignments in India, each of value of at least INR 1 Crore.

Provide Details as per Format given in Annexure (Form 4.4.3: Relevant Project Information).

- v. The Bidder should have done at least two Capacity Building Consulting assignments in India, each of value of at least INR 30 Lakh where primary scope required the consultant to conduct training need analysis and design a capacity building plan.

Provide Details as per Format given in Annexure (Form 4.4.3: Relevant Project Information).

- vi. The Bidder should have done at least one Program Management Unit assignment in India of value INR 50 Lakhs.

Provide Details as per Format given in Annexure (Form 4.4.3: Relevant Project Information).

- vii. The Bidder must furnish the undertaking indicating the absence of, actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with HIPA.

Provide Details as per Format given in Annexure (Form 4.4.4: Undertaking on Conflict of Interest).

- viii. The Bidder must furnish the undertaking indicating that they

1. Have not been declared to be ineligible to participate in bidding during the last five financial years by Himachal Pradesh State Government for unsatisfactory past performance, breach of general / specific instructions, corrupt, fraudulent or any other unethical business practices;
2. Have not been blacklisted by the Himachal Pradesh Government; and
3. Have not breached any general or specific instructions for bidding, general and special conditions of contract with HIPA or any of its other affiliate organizations during the past 5 years.

Provide Details as per Format given in Annexure (Form 4.4.5: Undertaking on Eligibility for Participation in the Bid).

### 1.3.7 PRE-QUALIFICATION REQUIREMENTS PROPOSAL

The bid security along with the board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP shall be submitted as part of the first envelope as per the instructions provided under Mode of Submission.

The Pre-Qualification Proposal in the format specified in the RFP should be submitted in the second envelope.

### 1.3.8 TECHNICAL EVALUATION CRITERIA

Sr. No	Evaluation Criterion	Max score	Cut off score
1	Previous Project Experience <i>Provide Details of the Project Citations as per Format given in</i>	40	25

	<b>Annexure (Form 4.5.1 PROFILES OF THE RELEVANT PREVIOUS PROJECT EXPERIENCE).</b>		
A	<p>Previous Experience in e-Governance Consulting assignments in India, each of value of at least INR 30 Lakhs where primary scope required the consultant to prepare a RFP and manage the bid process resulting in selection of the implementation partner for the client.</p> <p>Please provide a maximum of two (2) citations. Each relevant citation will carry 5 marks.</p>	10	
B	<p>Previous Experience in Capacity Building Consulting assignments in India, each of value of at least INR 30 Lakhs where primary scope required the consultant to conduct training need analysis and design a capacity building plan.</p> <p>Please provide a maximum of three (3) citations. Each relevant citation will carry 5 marks.</p>	15	
C	<p>Previous Experience in Program Management Unit Assignments in India of value of at least INR 50 Lakhs each</p> <p>Please provide a maximum of two (2) citations. Each relevant citation will carry 5 marks.</p>	10	
G	<p>Previous Experience in e-Governance Consulting Projects in Himachal Pradesh.</p> <p>Please provide a maximum of one (1) citation.</p>	5	
<b>2</b>	<b>Project Methodology</b>	<b>15</b>	<b>10</b>
	<b>Limit the Project Methodology to no more than 4 pages.</b>		
A	Training Need Analysis	10	
B	<p>Any relevant expertise (Capacity Building Assignments) that the company can showcase and commits to the project</p> <p>Should also provide details on how the expertise will be leveraged in the project.</p>	5	
<b>3</b>	<b>Proposed Team and Governance Structure</b>	<b>40</b>	<b>30</b>
	<b>Provide Details of the Profiles as per Format given in Annexure (Form 4.5.2: Format for Profiles).</b>		

A	Proposed Profile for the Senior Consultant	10	
B	Proposed Profile for the Consultant #1	10	
C	Proposed Profile for the Senior Consultant #2	10	
D	Time Commitment of a Senior Partner / Engagement Lead on the Project  Provide details on Time Commitment of a Senior Partner / Engagement Lead on the Project along with the details / experience of the Senior Partner / Engagement Lead. Please provide details on how and in what stages will the senior member will be involved on this project.	10	
4	<b>Technical Presentation to the Technical Evaluation Committee</b>	<b>5</b>	
	<b>Total</b>	<b>100</b>	<b>70</b>

## 2. AWARD OF CONTRACT

### 2.1 AWARD CRITERIA

HIPA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal.

### 2.2 HIPA'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS

HIPA reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for HIPA's action.

### 2.3 NOTIFICATION OF AWARD

Prior to the expiration of the validity period, HIPA will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance bank guarantee, HIPA will promptly notify each unsuccessful bidder and return their Bid Security.

## **2.4 CONTRACT FINALIZATION AND AWARD**

HIPA shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. If it is unable to finalize the contract with the bidder ranked first due to any reason, HIPA may proceed to and negotiate with the next ranked bidder, and so on as per General Financial Rules (GFR) until a contract is awarded. HIPA reserves the right to present a contract to the bidder selected for negotiations. A contract will be awarded to the responsive bidder whose proposal conforms to the RFP and is, in the opinion of the HIPA, the most advantageous and represents the best value to the proposed project, price and other factors considered. Evaluations will be based on the proposals, and any additional information requested by HIPA. Proposed project will involve the payment for the contract based on not only successful delivery of the solution but also on the success of the project after “Go-live”.

## **2.5 SIGNING OF CONTRACT**

At the same time as HIPA notifies the successful bidder that its proposal has been accepted, HIPA shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon separately) between HIPA and the successful bidder. The Master Service Agreement (MSA) is provided in this RFP. HIPA shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful bidder.

## **2.6 CONTRACT**

The Format of Agreement including the standard terms and all the other terms specific to the implementation of the solution is circulated in Part III of this RFP. It is expected that the bidder will be able to execute this contract without any modifications, in case they are selected for doing so.

## **2.7 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event HIPA may award the contract to the next best value bidder as per section 2.4 in this RFP or call for new proposals or invoke the PBG.

## **3. PAYMENT TERMS AND SCHEDULE**

### **3.1 BANK GUARANTEE**

A Bank Guarantee equivalent to the payment towards Resource Mobilization allowed as per the payment milestones would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this RFP from a scheduled commercial Bank in India. This Bank Guarantee should be furnished at the time of signing of the contract.

### **3.2 PERFORMANCE BANK GUARANTEE**

A Performance Bank Guarantee (PBG) of 10% of value of the contract would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this RFP from a scheduled commercial bank in India. The PBG should be furnished within 15 days from the signing of the contract and should be valid for entire term of the contract.

### **3.3 LIQUIDATED DAMAGES**

In the event of the Bidder's failure to submit the Guarantees and Documents and supply the services as per schedule specified in this RFP, HIPA may at its discretion withhold any payment until the completion of the contract. HIPA may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services (as detailed in this RFP) for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of delayed services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to HIPA under the contract and law.

### **3.4 PAYMENT SCHEDULES AND MILESTONES**

The payments to the bidders will be made against the achieving and acceptance of the following milestones:

S. No	Deliverable / Activities	% Amount Payable
<b>Phase I:</b>		
1.	D1 – RFP for Empanelment of Training Agencies	5%
2.	D2 – Training Need Analysis Report for all the Departments	5%
3.	D3 – Completion of Bid Process Management for Empanelment and Finalization of the Empaneled List of Agencies - Bid Process - Technical Evaluation Report - Contract with the Empaneled Agencies	5%
4.	D4A: Design Monitoring & Evaluation framework for assessing the progress of implementation in the respective departments  D4B: Design Service Levels (based on the M&E framework) for monitoring the performance of the implementation agency. The service levels will also be used for payments to the implementation agency	
<b>Phase II:</b>		
5.	D5 – Model RFP for Selection of Implementation Agency by the Department	10%
6.	D6 –RFP(Customized) for two Departments	

7.	<p>D7 – Completion of Bid Process Management for selection of Implementation Agency for two Departments</p> <ul style="list-style-type: none"> <li>- Bid Process</li> <li>- Technical Evaluation Report</li> <li>- Commercial Evaluation Report</li> <li>- Contract of the Agency with the Department</li> </ul>	
8.	D8 –RFP(Customized) for remaining Departments	
11.	<p>D9 – Completion of Bid Process Management for selection of Implementation Agency for remaining Departments</p> <ul style="list-style-type: none"> <li>- Bid Process</li> <li>- Technical Evaluation Report</li> <li>- Commercial Evaluation Report</li> <li>- Contract of the Agency with the Department</li> </ul>	15%
<b>Phase III:</b>		
12.	<p>Department-wise Progress Report (Monthly)</p> <p>Department-wise SLA Monitoring Report (Quarterly)</p> <p>Status Report along with completed activities / issues (Monthly)</p>	60% divided into 4 Equal Quarterly Payments after the delivery of the services (or end of the quarter)

**4. ANNEXURE****4.1 RFP ACKNOWLEDGEMENT FORM**

(Company Letterhead)

[Date]

To

The Director,  
Himachal Pradesh Institute of Public Administration,  
Government of Himachal Pradesh,  
Fairlawns,  
Shimla – 171012

**Sub: Acknowledgement of Request for Proposal (RFP)**

Dear Sir,

1. This is to notify you that we have received the complete set of RFP documents circulated by your organization for selection of Capacity Building Consultant Himachal Pradesh Institute of Public Administration (HIPA), Himachal Pradesh.
2. The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between HIPA and our organization.

	Primary Contact	Secondary Contact
<b>Name:</b>		
<b>Title:</b>		
<b>Company Name:</b>		
<b>Address:</b>		
<b>Phone:</b>		
<b>Mobile:</b>		



## 4.2 REQUEST FOR CLARIFICATION

Bidders requiring specific points of clarification may communicate with HIPA during the specified period using the following format:

<<Bidder's Name & Address>>			
<b>BIDDER'S REQUEST FOR CLARIFICATION</b>			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
S. No	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification required
1			
2			

### 4.3 BID COVER LETTER

**[Cover Letter]**

[Date]

To

The Director,  
Himachal Pradesh Institute of Public Administration,  
Government of Himachal Pradesh,  
Fairlawns,  
Shimla – 171012

Dear Sir,

**Ref: RFP for Selection of CB-Consultant for Himachal Pradesh Institute of Public Administration (HIPA), Himachal Pradesh**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Project.

We attach hereto the technical response as required by the RFP, which constitutes our proposal.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to HIPA is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of six months from the date fixed for bid opening.

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.



#### 4.4 FORMATS FOR THE PRE-QUALIFICATION RESPONSE

##### 4.4.1 DETAILS OF THE BIDDER ORGANIZATION

Details of the Organization	
Name of organisation	
Nature of the legal status in India	
Legal status reference details	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Other Relevant Information	
Mandatory Supporting Documents: a) Certificate of Incorporation from Registrar Of Companies (ROC). b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company.	

**4.4.2 FINANCIAL INFORMATION**

<b>Financial Information</b>			
	FY 2008-09	FY 2009-10	FY 2010-11
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Annual Turnover in India only from e-Governance Consultancy Services related assignments (in INR crores)			
Other Relevant Information			
Mandatory Supporting Documents:			
<ul style="list-style-type: none"> <li>a) Auditor Certified financial statements for the last three financial years; (Please include only the sections on P&amp;L, revenue and the assets, not the entire balance sheet.)</li> <li>b) Unaudited financial statements certified by the Company auditor for the latest year 2010-11, if applicable.</li> </ul>			

**4.4.3 RELEVANT PROJECT EXPERIENCE**

<b>Relevant project experience of the Bidder</b>	
<b>General Information</b>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Total cost of the project	
Duration of the project (no. of months, start date, completion date, current status)	
Nature of the Project (the scope of services provided below should elaborate the nature of the project)	e-Governance Consulting (RFP and Bid Process Management) / Capacity Building / Program Management Unit
<b>Project Details</b>	
Description of the project	
Scope of services	
Peak Size of the Team	
<b>Other Details</b>	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Letter from the client indicating successful completion of the projects.	

#### **4.4.4 UNDERTAKING ON CONFLICT OF INTEREST**

(Company letterhead)

[Date]

To

The Director,  
Himachal Pradesh Institute of Public Administration,  
Government of Himachal Pradesh,  
Fairlawns,  
Shimla – 171012

**Sub: Undertaking on Conflict of Interest**

Sir,

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

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

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

Yours faithfully,

Authorised Signatory

Designation

**4.4.5 UNDERTAKING ON ELIGIBILITY FOR PARTICIPATION IN THE BID**

(Company letterhead)

[Date]

To

The Director,  
Himachal Pradesh Institute of Public Administration,  
Government of Himachal Pradesh,  
Fairlawns,  
Shimla – 171012

**Sub: Undertaking on Eligibility for Participation in the Bid**

Sir,

I/We as Consulting Services Agency do hereby undertake that:

1. The Agency has not been declared to be ineligible to participate in bidding during the last five financial years by Himachal Pradesh State Government for unsatisfactory past performance, breach of general / specific instructions, corrupt, fraudulent or any other unethical business practices;
2. The Agency has not been blacklisted by the Himachal Pradesh Government; and
3. The Agency has not breached any general or specific instructions for bidding, general and special conditions of contract with HIPA or any of its other affiliate organizations during the past 5 years.

Yours faithfully,

Authorised Signatory

Designation

## 4.5 FORMATS FOR THE TECHNICAL BID RESPONSE

### 4.5.1 PROFILES OF THE RELEVANT PREVIOUS PROJECT EXPERIENCE

Relevant project experience of the Bidder	
<b>General Information</b>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Total cost of the project	
Duration of the project (no. of months, start date, completion date, current status)	
Nature of the Project (the scope of services provided below should elaborate the nature of the project)	e-Governance Consulting (RFP and Bid Process Management) / Capacity Building / Program Management Unit
<b>Project Details</b>	
Description of the project	
Scope of services	
Peak Size of the Team	
<b>Other Details</b>	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Letter from the client indicating successful completion of the projects	

**4.5.2 FORMAT FOR THE PROFILES**

Name	
Role proposed for	
Designation in the Current Organization	
Current responsibilities in the responding firm	
Total years of relevant experience	
Years of experience with the responding firm	
Educational qualifications: <ul style="list-style-type: none"> <li>• Degree</li> <li>• Academic institution graduated from</li> <li>• Year of graduation</li> <li>• Specialization (if any)</li> <li>• Professional certifications (if any)</li> </ul>	
Professional Certifications (if any)	
Number of Years of experience in consultancy services projects	Number of Years of experience in Projects: Project References: <<Project Name>>  (The project details should be provided in the format below)
Professional Experience details (project-wise): <ul style="list-style-type: none"> <li>• Project name</li> <li>• Client</li> <li>• Key project features in brief</li> <li>• Location of the project</li> <li>• Role</li> <li>• Responsibilities and activities</li> <li>• Duration of the project</li> </ul>	

*Each profile must be accompanied by the following undertaking from the staff member:*

*(Alternatively, a separate undertaking with the same format as below with all the names of the proposed profiles should be provided)*

**Certification**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature:

Date:

Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

## 4.6 FORMATS FOR THE COMMERCIAL BID RESPONSE

### 4.6.1 COMMERCIAL PROPOSAL COVER LETTER

(Company letterhead)

[Date]

To

The Director,  
Himachal Pradesh Institute of Public Administration,  
Government of Himachal Pradesh,  
Fairlawns,  
Shimla – 171012

Dear Sir,

**Ref: RFP for Selection of CB-Consultant for Himachal Pradesh Institute of Public Administration (HIPA), Himachal Pradesh**

Having examined the RFP Document, bid clarifications, amendments thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services, as required and outlined in the RFP. In order to meet such requirements and to provide services as set out in the RFP document, following is our quotation summarizing our Commercial Proposal.

We attach hereto the Commercial Proposal as required by the Bid document, which constitutes our proposal. We understand that the commercial figure quoted (“Project-Cost”) will be an all-inclusive figure – inclusive of ALL EXPENSES including manpower, out-of-pocket expenses and all taxes, duties, etc. payable, etc. We understand that no out-of-pocket expenses will be reimbursed separately. *(Should the commercial quote include separate out of pocket expenses or any taxes, duties, etc., such a commercial bid will be treated as an invalid bid.)*



**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... of the ....., and that ..... who signed the above proposal is authorized to bind the company, pursuant to the resolution passed in the meeting of Board of Directors of the company on \_\_\_\_\_(date).

Date

(Seal here)

**4.6.2 FORM 1: PRICING SUMMARY**

No.	Resource	Person Month Cost (before taxes and other duties) (1)	INR taxes and other	Number of Person Months (2)	Total Cost (1) * (2)
1.	Senior Consultant				(i)
2.	Consultant				(ii)
3.	Additional Costs (including OPEs, .....				(iii)
4.	Total Cost of the project including OPEs for engagement (A)				(i) + (ii) + (iii)
5.	Taxes and other duties applicable for cost above (B)				
6.	Total Cost for consideration (A) + (B) <b>Value in Figures</b>				
7.	Total Cost for consideration (A) + (B) <b>Value in Words</b>				

Please note the following in preparing your commercial bid:

- i. The Person Month Cost provided in the table above will be used in case of any extensions to the project timelines.

- ii. The commercial figure quoted (“Project-Cost”) will be an all-inclusive figure – inclusive of ALL EXPENSES including manpower, out-of-pocket expenses and all taxes, duties, etc. payable, etc.
- iii. No out-of-pocket expenses will be reimbursed separately. Should the commercial quote include separate out of pocket expenses or any taxes, duties, etc., such a commercial bid will be treated as an invalid bid.
- iv. Any expenses related to travel outside H.P. on project requirements after due approval from HIPA will be reimbursed as per state government rates.

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Consultants]

Name of Firm:

Address:

#### 4.7 BANK GUARANTEE

**From:**

**Bank** \_\_\_\_\_

To

The Director,  
Himachal Pradesh Institute of Public Administration,  
Government of Himachal Pradesh,  
Fairlawns,  
Shimla – 171012

**Ref: RFP for Selection of CB-Consultant for Himachal Pradesh Institute of Public Administration (HIPA), Himachal Pradesh.**

Dear Sir,

**Sub: BANK GUARANTEE for HIPA, Government of Himachal Pradesh**

1. With reference to contract No. \_\_\_\_\_ dated \_\_\_\_\_ concluded between the \_\_\_\_\_, hereinafter referred to as 'the Buyer' and M/s \_\_\_\_\_ hereinafter referred to as the "the Agency" for the Services \_\_\_\_\_ as detailed in the above contract which is hereinafter referred to as "the Said Contract" and in consideration of the Buyer having agreed to make payment towards Resource Mobilization in accordance with the terms of the Said Contract to the said Agency, we the \_\_\_\_\_ bank, hereinafter called 'the Bank' hereby irrevocably undertake and guarantee to you that if the Said Agency would fail to develop and supply the deliverables in accordance with the terms of the Said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum up to a maximum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid towards Resource Mobilization to the Said Agency in accordance with the provisions contained in Clause \_\_\_\_\_ of the Said Contract.
2. We further agree that the Buyer shall be the sole judge as to whether the Agency has failed to develop and deliver the deliverables in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of

the advance payment made to Said Agency has become repayable to the Buyer and to the extent and monetary consequences thereof by the Buyer.

3. We further hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Buyer stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period of 30 days from the 'date of completion of the last milestone of the project' unless the Buyer in his sole discretion discharges the Guarantee earlier.
5. We further agree that any change in the constitution of the Bank or the constitution of the Agency shall not discharge our liability hereunder.
6. We further agree that the Buyer shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the Agency and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or forbearance shown or any act or omission on the Buyer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.
7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Buyer in writing.

Yours faithfully,

for \_\_\_\_\_ Bank

(Authorised Attorney)

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

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

Seal of the Bank

#### 4.8 PERFORMANCE BANK GUARANTEE

[Date]

To

The Director,  
Himachal Pradesh Institute of Public Administration,  
Government of Himachal Pradesh,  
Fairlawns,  
Shimla – 171012

**Ref: RFP for Selection of CB-Consultant for Himachal Pradesh Institute of Public Administration (HIPA), Himachal Pradesh**

Dear Sir,

**Sub: PERFORMANCE BANK GUARANTEE for HIPA, Government of Himachal Pradesh**

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated ..... (Herein after, referred to as “Contract”) with you (Himachal Pradesh Institute of Public Administration, Government of Himachal Pradesh) for xxxx.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR XXX (Rupees XXX only), and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and

which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount INR XXX (Rupees XXX only), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till for a period of 30 days from the 'date of completion of the last milestone of the project'.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the period of 30 days from the 'date of completion of the last milestone of the project'.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against HIPA, Government of Himachal Pradesh.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount INR XXX (Rupees XXX only) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed amount INR XXX (Rupees XXX only);

This Performance Bank Guarantee shall be valid only up to the completion of the project life + 12 months as per contract; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before .... (Date) i.e. completion of the period + 12 months for the proposed activities.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

*This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.*

This guarantee shall be governed by and construed in accordance with the Indian Laws

and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day ..... **2011**.

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the  
Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

## **Part IV: Standard Forms of Contract and Annexures**

**CONTENTS**

- I. Form of Contract
- II. General Conditions of Contract
- III. Special Conditions of Contract
- IV. Appendices:
  - Appendix A
  - Appendix B
  - Appendix C
  - Appendix D
  - Appendix E

**CONTRACT FOR VENDORS' SERVICES**

between

---

[name of the Employer]

and

---

[name of the Vendor]

Dated: \_\_\_\_\_

## I. FORM OF CONTRACT

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, Govt. of H.P., Director, H.P. Institute of Public Administration, Fairlawns, Shimla-171012, (hereinafter called the “Employer”) and, on the other hand, *[name of Vendor]* (hereinafter called the “Vendor”).

### WHEREAS

- (a) the Employer has requested the Vendor to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the Vendor, having represented to the Employer 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:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) 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: Staffing Schedule

Appendix D: Total Cost of Services

Appendix E: Duties of the Employer

2. The mutual rights and obligations of the Employer and the Vendor shall be as set forth in the Contract, in particular:
  - (a) the Vendors shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Vendors 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 Employer]*

---

*[Authorized Representative]*

For and on behalf of *[name of Vendor]*

---

*[Authorized Representative]*

*[Note: If the Vendor consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of the Vendor

*[Name]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

1

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

<p><b>1.1 Definitions</b></p>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.</p> <p>(b) “Vendor” means any private or public entity that will provide the Services to the Employer under the Contract.</p> <p>(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</p> <p>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>(f) “Foreign Currency” means any currency other than the currency of the Employer’s country.</p> <p>(g) “GC” means these General Conditions of Contract.</p> <p>(h) “Government” means the Government of the Employer’s country.</p> <p>(i) “Local Currency” means the currency of the Employer’s country.</p> <p>(j) “Bidder” means the Vendor firm bidding for this consultancy assignment</p> <p>(l) “Party” means the Employer or the Vendor, as the case may be, and “Parties” means both of them.</p> <p>(m) “Personnel” means persons hired by the Vendor and assigned</p>
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	<p>to the performance of the Services or any part thereof.</p> <p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the Vendor pursuant to this Contract, as described in Appendix A hereto.</p> <p>(q) “In writing” means communicated in written form with proof of receipt.</p>
<b>1.2 Relationship Between the Parties</b>	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Vendor. The Vendor, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>1.3 Law Governing Contract</b>	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
<b>1.4 Language</b>	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.5 Notices</b>	
<i>1.5.1</i>	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 to such Party at the address specified in the SC.
<i>1.5.2</i>	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.
<b>1.6 Location</b>	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

<b>1.7 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Vendor may be taken or executed by the officials specified in the SC.
<b>1.8 Taxes and Duties</b>	The Vendor and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India
<b>1.9 Fraud and Corruption</b>	
<b>1.9.1 Definitions</b>	<p>It is the Employer’s policy to require that the Employer as well as Vendors observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(iii) “collusive practices” means a scheme or arrangement between two or more vendors, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv) “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;</p>
<b>1.9.2 Measures to be taken</b>	(a) The Employer may terminate the contract if it determines at any time that representatives of the vendor were engaged in corrupt, fraudulent, collusive or coercive practices during the selection

<p><i>by the Employer</i></p>	<p>process or the execution of that contract, without the vendor having taken timely and appropriate action satisfactory to the Employer to remedy the situation;</p> <p>(b) The Employer may also sanction against the Vendor, including declaring the Vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Vendor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract</p>
<p><b>1.9.3 Commissions and Fees</b></p>	<p>c) Employer will require the successful Vendor to disclose any commissions or fees that may have been paid or are 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.</p>

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

<p><b>2.1 Effectiveness of Contract</b></p>	<p>This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.</p>
<p><b>2.2 Termination of Contract for Failure to Become Effective</b></p>	<p>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.</p>

<b>2.3 Commencement of Services</b>	The Vendor shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
<b>2.4 Expiration of Contract</b>	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
<b>2.5 Entire Agreement</b>	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.
<b>2.6 Modifications or Variations</b>	<p>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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.</p>
<b>2.7 Force Majeure</b>	
<b>2.7.1 Definition</b>	<p>a) 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.</p>

	<p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party 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.</p> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<p>2.7.2 <i>No Breach of Contract</i></p>	<p>The failure of a Party to fulfil any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p>2.7.3 <i>Measures to be taken</i></p>	<p>(a) 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.</p> <p>(b) 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.</p> <p>(c) 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.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Vendor, upon instructions by the “Employer”, shall either:</p> <p>(i) Demobilize;; or</p> <p>(ii) Continue with the Services to the extent possible, in which case</p>

	<p>the Vendor shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.</p> <p>(e) 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.</p>
<b>2.8 Suspension</b>	<p>The “Employer” may, by written notice of suspension to the Vendor, suspend all services of the Vendor hereunder if the Vendor 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 Vendor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension.</p>
<b>2.9 Termination</b>	
<b>2.9.1 By the Employer</b>	<p>The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1. In such an occurrence the Employer shall give a not less than thirty (30) days’ written notice of termination to the Vendor, and sixty (60) days’ in the case of the event referred to in (e).</p> <p>(a) If the Vendor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing.</p> <p>(b) If the Vendor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Vendor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>

	<p>(d) If, as the result of Force Majeure, the Vendor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Vendor submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.</p> <p>(g) If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.</p> <p>(h) If the vendor fails to provide the quality services as envisaged under this Contract. The Employer may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The employer may decide to give one chance to the vendor to improve the quality of the services.</p> <p>(i) If the Vendor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(j) Employer reserves the right to terminate the agreement with the selected vendor or reduce the project cost at any stage of the project if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment on a full-time basis as proposed by Vendor</p> <p>In case of such termination, the Employer reserves the right to continue using the software application and any other related for the purposes set forth in the Scope of work the agreement only.</p>
<p>2.9.2 By the Vendor</p>	<p>The Vendors may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If, as the result of Force Majeure, the Vendor is unable to</p>

	<p>perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(b) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(c) If the “Employer” 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 Vendor may have subsequently approved in writing) following the receipt by the “Employer” of the Vendor’s notice specifying such breach.</p> <p>In case of such termination, the Employer reserves the right to continue using the software application and any other related for the purposes set forth in the Scope of work in the agreement only</p>
<p>2.9.3 <i>Cessation of Rights and Obligations</i></p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, 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 Clause GC 3.3 hereof, (iii) the Vendor’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.</p>
<p>2.9.4 <i>Cessation of Services</i></p>	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Vendor 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 Vendor and equipment and materials furnished by the “Employer”, the Vendor shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
<p>2.9.5 <i>Disputes about Events of Termination</i></p>	<p>If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on</p>

	account of such event except in accordance with the terms of any resulting arbitral award.
<b>2.10</b> <i>Extension of Contract</i>	The contract shall be extended for a period as required by the Employer based on mutual agreement.

### 3. OBLIGATIONS OF THE VENDOR

<b>3.1</b> <b>General</b>	
<b>3.1.1</b> <i>Standard of Performance</i>	The Vendor 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 Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with third Parties.
<b>3.2</b> <b>Conflict of Interests</b>	The Vendor shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Vendor shall promptly disclose the same to the Employer and seek its instructions.
<b>3.2.1</b> <i>Vendors Not to Benefit from Commissions, Discounts, etc.</i>	<p>a) The payment of the Vendor pursuant to Clause GC 6 shall constitute the Vendor's only payment in connection with this Contract or the Services, and the Vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Vendor shall use their best efforts to ensure that the Personnel and agents of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Vendor, as part of the Services, has the</p>

	<p>responsibility of advising the “Employer” on the procurement of goods, works or services, the Vendor shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Vendor in the exercise of such procurement responsibility shall be for the account of the “Employer”.</p>
<p><b>3.2.2 Vendor and Affiliates Not to be Otherwise Interested in Project</b></p>	<p>The Vendor agrees that, during the term of this Contract and after its termination, the Vendor and any entity affiliated with the Vendor, shall be disqualified from providing goods, works or services resulting from or directly related to the Vendor’s Services for the preparation or implementation of the project.</p>
<p><b>3.2.3 Prohibition of Conflicting Activities</b></p>	<p>The Vendor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p>
<p><b>3.3 Confidentiality</b></p>	<p>Except with the prior written consent of the Employer, the Vendor 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 Vendor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p><b>3.4 Insurance to be Taken Out by the Vendor</b></p>	<p>The Vendor (a) shall take out and maintain at their own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>

<p><b>3.5 Accounting, Inspection and Auditing:</b></p>	<p>The Vendor (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 “Employer” or its designated representative and/or the Employer, 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 “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.</p>
<p><b>3.6 Vendor’s Actions Requiring Employer’s Prior Approval</b></p>	<p>The Vendor shall obtain the Employer’s prior approval in writing before taking any of the following actions:</p> <p>(a) Any change or addition to the Personnel listed in Appendix C.</p>
<p><b>3.7 Reporting Obligations</b></p>	<p>(a) The Vendor shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.</p> <p>(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.</p>
<p><b>3.8 Documents Prepared by the Vendor to be the Property of the Employer</b></p>	<p>(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Vendor under this Contract shall become and remain the property of the Employer, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.</p> <p>(b) The Vendor may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Vendor and third parties for purposes of development of any such computer programs, the Vendor shall obtain the “Employer” ’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion</p>

	to require recovering the expenses related to the development of the program(s) concerned.
<b>3.9 Equipment, Vehicles and Materials Furnished by the “Employer”</b>	Equipment, vehicles and materials made available to the Vendor by the “Employer”, or purchased by the Vendor wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Vendor shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer” ’s instructions. While in possession of such equipment, vehicles and materials, the Vendor, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.
<b>3.10 Equipment and Materials Provided by the Vendors</b>	Equipment or materials brought into the Government’s country by the Vendor and the Personnel and used either for the Project or personal use shall remain the property of the Vendor or the Personnel concerned, as applicable.

#### 4. VENDOR’S PERSONNEL

<b>4.1 General</b>	The Vendor shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
<b>4.2 Description of Personnel</b>	<p>(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Vendor's Key Personnel are as per the vendor's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.</p> <p>(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Vendor by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally</p>

	<p>estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer" 's written approval.</p> <p>(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Vendor. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.</p>
<p><b>4.3 Approval of Personnel</b></p>	<p>The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Vendor proposes to use in the carrying out of the Services, the Vendor shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".</p>
<p><b>4.4 Removal and/or Replacement of Personnel</b></p>	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Vendor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Vendor shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses</p>

	<p>(a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Vendors may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Vendor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</p>
<b>4.5 Resident Project Manager</b>	<p>If required by the SC, the Vendor shall ensure that at all times during the Vendor's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.</p>

## 5. OBLIGATIONS OF THE EMPLOYER

<b>5.1 Assistance and Exemptions</b>	<p>Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:</p> <p>(a) Provide the Vendor and Personnel with work permits and such other documents as shall be necessary to enable the Vendor or Personnel to perform the Services. .</p> <p>(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(c) Provide to the Vendor and Personnel any such other assistance as may be specified in the SC.</p>
<b>5.2 Change in the Applicable Law Related to</b>	<p>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 vendor for providing the services i.e. service tax or any such applicable tax from time to time, which</p>

<p><b>Taxes and Duties</b></p>	<p>increases or decreases the cost incurred by the Vendor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Vendor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).</p>
<p><b>5.3 Services, Facilities and Property of the "Employer"</b></p>	<p>(a) The "Employer" shall make available to the Vendor and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.</p> <p>(b) In case that such services, facilities and property shall not be made available to the Vendor as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Vendor for the performance of the Services .</p>
<p><b>5.4 Payment</b></p>	<p>In consideration of the Services performed by Vendor under this Contract, the "Employer" shall make to the Vendor such payments and in such manner as is provided by Clause GC 6 of this Contract.</p>
<p><b>5.5 Counterpart Personnel</b></p>	<p>(a) If necessary, the "Employer" shall make available to the Vendor free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Vendor's advice, if specified in Appendix E.</p> <p>(b) Professional and support counterpart personnel, excluding "Employer" 's liaison personnel, shall work under the exclusive direction of the Vendor. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Vendor that is consistent with the position occupied by such member, the Vendor may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.</p>

**6. PAYMENTS TO THE VENDOR**

<b>6.1 Total Cost of Services</b>	<p>(a) The total cost of the Services is set forth in Appendix D as per the vendor's proposal to the Employer and as negotiated thereafter. However, in case of termination of this contract from either side, the Employer reserves the right to continue to use the submitted deliverables and any interim artefacts for the purposes set forth in this agreement.</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.6 , payments under this Contract shall not exceed the amount specified in Appendix-D.</p> <p>(c) The payments will be milestone based payments and are made upon the submission and approval of the Deliverables set forth in this Agreement.</p>																	
<b>6.2 Currency of Payment</b>	All payments shall be made in Indian Rupees																	
<b>6.3 Terms of Payment</b>	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The payments to the bidders will be made against the achieving and acceptance of the following milestones.</p> <table border="1" data-bbox="480 1402 1394 1991"> <thead> <tr> <th data-bbox="480 1402 576 1547">S. No</th> <th data-bbox="576 1402 1294 1547">Deliverable / Activities</th> <th data-bbox="1294 1402 1394 1547">% Amount</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="480 1547 1394 1632"><b>Phase I:</b></td> </tr> <tr> <td data-bbox="480 1632 576 1778">1.</td> <td data-bbox="576 1632 1107 1778">D1 – RFP for Empanelment of Training Agencies</td> <td data-bbox="1107 1632 1394 1778">5%</td> </tr> <tr> <td data-bbox="480 1778 576 1924">2.</td> <td data-bbox="576 1778 1107 1924">D2 – Training Need Analysis Report for all the Departments</td> <td data-bbox="1107 1778 1394 1924">5%</td> </tr> <tr> <td colspan="3" data-bbox="480 1924 1394 1991"></td> </tr> </tbody> </table>			S. No	Deliverable / Activities	% Amount	<b>Phase I:</b>			1.	D1 – RFP for Empanelment of Training Agencies	5%	2.	D2 – Training Need Analysis Report for all the Departments	5%			
S. No	Deliverable / Activities	% Amount																
<b>Phase I:</b>																		
1.	D1 – RFP for Empanelment of Training Agencies	5%																
2.	D2 – Training Need Analysis Report for all the Departments	5%																

	3.	D3 – Completion of Bid Process Management for Empanelment and Finalization of the Empaneled List of Agencies  - Bid Process  - Technical Evaluation Report  - Contract with the Empaneled Agencies		
	4.	D4A: Design Monitoring & Evaluation framework for assessing the progress of implementation in the respective departments  D4B: Design Service Levels (based on the M&E framework) for monitoring the performance of the implementation agency. The service levels will also be used for payments to the implementation agency	5%	
	<b>Phase II:</b>			
	5.	D5 – Model RFP for Selection of Implementation Agency by the Department		
	6.	D6 –RFP(Customized) for two Departments	10%	
	7.	D7 – Completion of Bid Process Management for selection of		

		<p>Implementation Agency for two Departments</p> <ul style="list-style-type: none"> <li>- Bid Process</li> <li>- Technical Evaluation Report</li> <li>- Commercial Evaluation Report</li> <li>- Contract of the Agency with the Department</li> </ul>		
	8.	D8 –RFP(Customized) for remaining Departments		
	9.	<p>D9 – Completion of Bid Process Management for selection of Implementation Agency for remaining Departments</p> <ul style="list-style-type: none"> <li>- Bid Process</li> <li>- Technical Evaluation Report</li> <li>- Commercial Evaluation Report</li> <li>- Contract of the Agency with the Department</li> </ul>	15%	
	<b>Phase III:</b>			
	10.	<p>Department-wise Progress Report (Monthly)</p> <p>Department-wise SLA Monitoring Report (Quarterly)</p> <p>Status Report along with completed</p>	<p>60% divided into 4 Equal Quarterly Payments after the delivery of the</p>	

	activities / issues (Monthly)	services  (or end of the quarter)
	<p>(b) If the services delivered by the vendor are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing. Employer may take suitable action like suspension of the vendor's services. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9.</p> <p>(c) In case of early termination of the contract, there shall be no payment to the vendor from the employer.</p>	

## 7. GOOD FAITH

<b>7.1 Good Faith</b>	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.
<b>7.2 Operation of the Contract</b>	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 in accordance with Clause GC 8 hereof.

## 8. SETTLEMENT OF DISPUTES

<p><b>8.1 Amicable Settlement</b></p>	<p>Performance of the contract is governed by the terms &amp; 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, clause GC 8.2 shall become applicable.</p>
<p><b>8.2 Arbitration</b></p>	<p>(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Vendor, 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 Employer and the Vendor, 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, Department of A.R. and Training, H.P. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) 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 Employer and the Vendor. 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.</p>

**9. LIQUIDATED DAMAGES**

<b>9.1</b>  <b>Liquidity Damages</b>	<p>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.</p>
<b>9.2</b>  <b>Liquidity Damages</b>	<p>The amount of liquidated damages for a particular deliverable under this Contract shall not exceed 1 % of the proportionate value of the portion of that deliverable which is deemed incomplete by the Employer as specified in Appendix D.</p>
<b>9.3</b>  <b>Liquidity Damages</b>	<p>The liquidated damages shall be applicable under following circumstances:</p> <p>(a) If a particular deliverables is not submitted as per schedule on account of reasons solely attributable to the Vendor, the Vendor shall be liable to pay 5% of the total cost of that deliverable, for delay of each week beyond 30 days or part thereof.</p> <p>(b) If a particular deliverables is not acceptable to the Employer as mentioned in Clause 6.3 , and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Vendor shall be liable for Liquidated Damages for an amount equal to 5% of total cost of that particular deliverable for every week or part thereof for the delay.</p>

**10. MISCELLANEOUS PROVISIONS**

<b>10.1 Miscellaneous Provisions</b>	<p>(i) "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.</p> <p>(ii) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(iii) The Contractor/Vendor shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would</p>
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	<p>impact on performance of obligations under this Contract.</p> <p>(iv) The Contractor/Vendor shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(v) The Contractor/Vendor shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Vendor'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 Contractor/Vendor.</p> <p>(vi) The Contractor/ Vendor shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p>
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**III. SPECIAL CONDITIONS OF CONTRACT**

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Employer: Director</p> <p>Attention: Himachal Pradesh Institute of Public Administration (HIPA)                      Government of Himachal Pradesh                      Fairlawns                      Shimla – 171012</p> <p>Facsimile: _____</p> <p>Vendor: _____                      _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.8	<p>The Authorized Representatives are:</p> <p>For the Employer: Name of Officer Shri _____</p> <p>For the Vendor: _____</p>
2.3	<p>The date for the commencement of Services (or Date of Commencement of</p>

	Project): Within 15 days from the signing of the contract between the Himachal Pradesh Institute of Public Administration, Government of Himachal Pradesh and the Vendor
<b>2.4</b>	The time period shall be eighteen months or such other period as the parties may agree in writing.
<b>3.5</b>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government’s country by the Vendor or its Personnel with a minimum coverage as per Motor Vehicles Act 1988;</li> <li>(b) Third Party liability insurance, with a minimum coverage of the value of the contract</li> <li>(c) professional liability insurance, with a minimum coverage of the value of the contract</li> <li>(d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Vendor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Vendor’s property used in the performance of the Services, and (iii) any documents prepared by the Vendor in the performance of the Services.</li> </ul>

Binding signature of Employer Signed by \_\_\_\_\_

Binding signature of Contractor Signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution

No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of

(Witnesses)

1.

2.

#### **IV. APPENDICES**

##### **APPENDIX A**

##### **DESCRIPTION OF SERVICES**

*[Give Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the Vendors 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 "Employer", etc.]*

## Appendix B

### REPORTING REQUIREMENTS

*[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]*

**Appendix C**

**STAFFING SCHEDULE**

*(Include here the agreed (negotiated staffing schedule)*

**Appendix D**

**COST OF SERVICES**

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

## **Appendix E**

### **DUTIES OF THE "EMPLOYER"**

*(Include here the list of Services, facilities and property to be made available to the Vendor by the "Employer").*