

F.No.A-60011/05/2015-Admn.IV(LA)
Government of India
Ministry of Law & Justice
Department of Legal Affairs

Shastri Bhawan, New Delhi
Dated : 21st April, 2016

Request for Proposal (RFP)

Department of Legal Affairs intends to engage a Human Resource Management Consultancy Agency to carry out competency mapping of its Officers so as to identify the competency gaps and training needs. Details of the officers in respect of which competency mapping is required to be done may be seen at **Annexure-I**.

2. Competency Dictionary prepared by DoP&T for Civil Services is to be used as a base document for assigning competencies specific to the Department.
3. Proposals are accordingly invited from the reputed eligible consultancy agencies to submit their proposals comprising of Technical Proposal (in duplicate) and Financial proposal, in separate sealed envelopes so as to reach not later than **13th May, 2016** at the following address :-

Shri G.C. Mishra
Joint Secretary & Legal Adviser
Department of Legal Affairs
Room No.410 D Wing
Shastri Bhawan, New Delhi
Ph 23389127

4. Guidelines for submission of the proposal are given at **Annexure-II**.
5. The eligibility criteria for submission of proposals is at **Annexure-III** and the terms and conditions subject to which the proposal should be submitted are at **Annexure-IV**. Terms of Reference for engagement of the Agency may be seen at **Annexure-V** and General Conditions at **Annexure-VI**.


(Asha Sota)
Under Secretary

List of posts proposed & number of manpower against each post proposed to be included for Competency Mapping

S. No.	Name of the post	No. of Manpower
	<u>Indian Legal Service (A)</u>	
(1)	Joint Secretary & Legal Adviser	07
(2)	Joint Secretary & Law Officer	01
(3)	Senior Government Advocate	03
(4)	Additional Legal Adviser	00
(5)	Additional. Government Advocate	07
(6)	Additional Law Officer	02
(7)	Deputy Legal Adviser	04
(8)	Deputy Government Advocate	02
(9)	Deputy Law Officer	01
(10)	Assistant Legal Adviser	38
(11)	Assistant Govt. Advocate	00
(12)	Assistant Law Officer	01
	<u>General Central Service (B)</u>	
(9)	Superintendent (Legal)	15
(10)	Junior Central Government Advocate	04
(11)	Assistant (Legal)	20
	<u>CSS/CSSS (C)</u>	
(12)	Deputy Secretary	03
(13)	Under Secretary	04
(14)	Section Officer	14
(15)	Assistant Section Officer	44
(16)	Senior Principal Private Secretary	02
(17)	Principal Private Secretary	17
(18)	Private Secretary	47
(19)	Personal Assistant	36
Total	(A) + (B) + (C)	272

Bid Submission Guidelines

The Bidders should submit the proposal as per the guidelines and structure prescribed below. It is mandatory that the bidder's proposal numbering system corresponds with the numbering system as defined below. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexures to the proposal/response.

Bid Section 1: Company Profile

This section should provide corporate orientation of the bidder and should include the year and country of incorporation and a brief description of the bidder's present activities. This section should also describe the organization structure and organizational unit(s) that will become responsible for the contract.

The Consulting Company shall give a profile of itself, indicating its:

- Corporate history, geographical presence and organization structure
- Key business areas and services offered
- Capabilities of the HR Consulting Division of the company: number of consultants, services offered, key clients in last 3 years
- Quality Assurance/ Quality Control mechanisms in place at the firm
- Current capabilities/facilities and any plans for their expansion
- Achievements of excellence, if any.

Bid Section 2: Project Team Profile

The bidder shall propose a qualified team of consultants to execute the assignment in the following order:

- Project Leader
- Team Members
- Knowledge and Communication Manager

The Project Leader proposed for this assignment should have at least 10 years of professional experience working in areas related to HR Consulting, Competency Model design and its application. He must have substantial experience in working on HR Consulting assignments with the Central/ State Governments and PSUs.

All the other team members should have at least five years of HR Consulting experience working in areas related to competency-based HRM. They should have significant experience in working with Central/ State Governments and PSUs and large private sector organization.

Profile of the Project Team should be provided in the following format:

- Name of the Person
- Proposed Role (Project Leader/ Knowledge and Communication Manager/ Team Member)
- Exact nature of involvement (responsibilities in the assignment)
- Time commitment (fulltime or part-time in the assignment - for part-time consultants, estimated number of days in the assignment should be provided.
- Previous experience in delivering similar projects
 - Name of the client organisation
 - Description of the project
 - Roles and responsibilities in the project
 - Start and end date
- Total Years of Experience
- Total Years of Experience in HR Consulting
- Employment History
- University degree and qualification (with year of completion)
- Language proficiency (written and spoken)

Bid Section 3: Proposed Approach and Methodology

This section should include the proposed approach and methodology addressing the requirements, as specified, defining the key activities and milestones as per the scope of work. Proposed approach and methodology should address all the requirements, as specified, point by point and demonstrate how the proposed methodology meets or exceeds the specifications.

The section should include:

- Understanding of the requirements for services including assumptions
- Proposed Approach and Methodology
- Tools and Methods (to be used as part of the assignment)
- Risk Identification and Mitigation Strategy

Bid Section 4: Firm's experience in executing similar assignments

The bidder should list and provide up to twelve (12) detailed examples of relevant experience gained within the past five years that demonstrate the bidder's ability to deliver a solution that substantially demonstrates the functional and technical requirements of ToR. The bidder should provide the relevant experience in the following order:

- Experience with the Government of India, State Governments and Public Sector Undertakings (PSUs) in India;
- Experience with large Private Sector organizations in India;
- Experience with Governments and/or Public Sector Entities in countries other than India (Global Experience).
- Featured experiences with regards to the application of a competency-based approach to HR functions (as referred in eligibility criteria)

Information for each relevant experience should be provided in the following format:

- Name/Type of client;
- Sales turnover (in case of a government department, please describe nature of services);
- Relevance (please describe briefly why this experience is relevant for assignment described in the ToR);
- Issues and challenges faced by the client (which triggered the need for this project)
- Scope of services provided,
- Results achieved;
- Start and end date of the assignment;
- Contact person of the client with telephone number and email address (references would be contacted only for the short-listed bidders).
- Knowledge and experience can be shared with the Training Manager (applicable only for the global credentials): Yes/ No

Eligibility Criteria

The following are the essential criteria for the bidders to qualify in the technical bid. Documentary evidences or certificates from the competent authorities should be submitted along with the bid for each of the criteria mentioned below:

- i. Bidder must be a human resource consultancy firm with minimum 10 years of HR consulting experience in India;
 - ii. The bidder should have a minimum of 5 years of HR consulting experience with Public Sector Companies, Central or State Government in India.
 - iii. The bidder should have successfully undertaken/executed a consulting assignment related to Competency Model design with the Government of India, a State Government or an Indian Public Sector Undertaking (PSU) during the last 5 years.
 - iv. The bidder should have demonstrated expertise in applying competency frameworks to various HR functions (such as recruitment, training, leadership development, performance management, career/succession planning and promotions).
 - v. Bidder should submit copies of the Audited Financial Results of the last three financial years ending on 31st March, 2015 along with their response to the RFP.
 - vi. Bidder should have minimum 10 full-time HR consultants on its muster-roll during last 3 years ending on 31st December, 2015
2. In addition to above, conditions defined in ToR will also have to be fulfilled.
3. Following documentary proofs or certificates should be provided along with the technical proposal for the eligibility criteria mentioned above:

S. No.	Eligibility Criteria	Documentary Proof or Certificate Required
1	Bidder must be a human resource consultancy firm with minimum 10 years of HR consulting experience in India;	Copy of the Incorporation Certificate issued by the competent authority
2	The bidder should have a minimum of 5 years of HR consulting experience with Public Sector Companies, Central or State Government in India.	Copies of the orders awarding the contract OR Copies of the Contract signed by both the parties
3	The bidder should have successfully undertaken/executed a consulting assignment related to Competency Model design with the Government of India, a State Government or an Indian Public Sector Undertaking (PSU) in last 5 years.	Copy of the Order awarding the contract OR Copy of the Contract signed by both the parties
4	The bidder should have demonstrated expertise in applying competency frameworks to various HR functions (such as recruitment, training, leadership development, performance management, career/succession planning and promotions).	Copies of the relevant documents

5	Bidder should submit copies of the Audited Financial Results of the last three financial years ending on 31/03/2015.	Copies of the Audited Financial Results
6	Bidder should have minimum 10 full-time HR consultants on its muster-roll during last 3 years ending on 31/12/2015	Undertaking from the Competent Authority on Letter Head of the organization (Head of HR or Head of the Organization)

**TERMS AND CONDITIONS FOR SUBMISSION OF PROPOSALS
FOR COMPETENCY MAPPING**

1. The offeror shall bear all costs associated with the preparation and submission of the proposal.
2. The proposal should offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Agency must examine all corresponding instructions, forms etc including the **Terms of Reference** before submitting the proposal. Failure to comply with these documents may lead to rejection of the proposal.
3. Department may at any time before the closing day modify its specification which would be duly communicated to the offerors including extension of date for submission of proposals consequent on such modification.
4. All the proposals should be submitted in English language only.
5. The proposal should comprise the following
 - Proposal submission declaration (**Annexure-A**)
 - Operational and Technical Part of the proposal, including documentation to demonstrate that the offeror meets all requirements (as per the instructions provided in **Annexure-V-Terms of Reference**)
 - Price Schedule, completed in all respects (**Annexure-B**)
6. The offeror shall structure the operational and technical part of the proposal as per the instructions provided in **Annexure-II – Bid Submission Guidelines**. The proposal shall contain
 - Brief Background of the Consultancy Firm including organisation structure, different units under it, resources, present activities specifically those which are relevant to the proposal and the experience in the area.
 - The methodology which would be adopted specifying the components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specification;
 - Separate Technical and Financial Specifications
 - Prices to be quoted in Indian Rupees

7. The proposal shall remain valid for a period of 4 months from the closing date for submission of proposals which may be extended due to administrative reasons at the discretion of the Department. However, the offeror shall not be allowed to modify its proposal during the extended period.
8. **Payment Schedule** : 40% of the amount shall be paid in advance and the remaining amount shall be paid after successful completion of the work.
9. The proposal shall be submitted in duplicate clearly marking each as "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.
10. The proposal should be neatly typed or written in indelible ink and should be signed by the offeror or a person or persons duly authorized to bind the offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the proposal.
11. The proposal should not contain interlineations, erasures or overwriting except, as necessary to correct errors made by the offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.
12. The offeror shall seal the Proposal in one outer and two inner envelopes as detailed below :-
 - The outer envelope shall be addressed to Shri G.C. Mishra, Joint Secretary & Legal Adviser, Department of Legal Affairs, Room No.410, D Wing, Fourth Floor, Shastri Bhawan, New Delhi superscripting "Quotation for Human Resource Management Consultancy Service".
 - Both the inner envelopes shall indicate the name and address of the offeror. The first inner envelope shall contain information specified in Clause 8 (Proposal Form) above with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.
13. The Department shall not be responsible for proposal's misplacement or premature opening in case the inner envelopes are not properly sealed and marked as instructed.

14. Department may extend the deadline for submission of proposals by amending the solicitation documents in accordance with clause "Amendment of Solicitation Document" in which case all rights and obligations of the Department and offerors previously subject to deadline will thereafter be subject to the deadline as extended.
15. The offeror may withdraw its proposal after the proposal's submission, provided that written notice of the withdrawal is received by the Department prior to the deadline prescribed for submission of proposals.
16. The offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause "deadline for submission of Proposals". The withdrawal notice may also be sent by fax but followed by a signed confirmation copy.
17. No Proposal may be modified subsequent to the deadline for submission of proposals.
18. No Proposal shall be allowed to be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the proposal Submission Form.
19. The offer will be opened in the presence of a Committee formed by the Department for the purpose.
20. To assist in the examination, evaluation and comparison of Proposals, the Department may at its discretion, ask the offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.
21. The Committee will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis:

- if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected.
- If there is a discrepancy between words and figures the amount in words will prevail.

22. Prior to the detailed evaluation, the Department will determine the substantial responsiveness of each Proposal to the Request For Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Department's determination of a Proposal's responsiveness is based on the contents of the Proposals itself without recourse to extrinsic evidence.
23. The Proposals determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Offeror by correction of the non-conformity.
24. The proposal would be evaluated at two stages. Evaluation of the technical proposal would be completed prior to any financial proposal being opened and compared. The financial bid will be opened only for submission that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.
25. The technical proposal would be evaluated on the basis of its responsiveness to the Term of Reference (TOR).
26. In the Second Stage, the financial bid of all agencies, who have attained minimum 70% score in the technical evaluation will be opened and compared. The contract will be awarded to the agency that scores highest marks aggregated for technical and financial proposal (70% weight to technical proposals and 30% to financial proposals).

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score weight	Points obtainable	Company / other entity				
	Expertise of firm/ Organization submitting Proposal	30%	300					
	Proposed Approach and Methodology	40%	400					
	Personnel / Team	30%	300					
Total			1000					

27. Global experience with governments / public sector entities carries 50 Points in the overall technical evaluation. These points will be awarded only when the bidder provides a confirmation that bidder will be able to share the knowledge and experience from that project during the assignment. For this purpose tele-conferencing meetings with the key personnel of the project team and the clients may be organized during the assignment.

28. Evaluation forms for Technical Proposal are at **Annexures**. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposals Evaluation Forms are:

Form 1: Expertise of Firm/ Organisation Submitting Proposal (**Annexure-C**)

Form 2: Proposed Approach and Methodology (**Annexure-D**)

Form 3: Personnel/Team (**Annexure-E**)

29. Department reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of grounds for the Department's action.

30. Prior to expiration of the period of proposal validity, the Department shall award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

31. Department shall have the right at the time of award of contract to vary the quantity of services without any change in price or other terms and conditions.

32. Within 30 days of receipt of the contract, the successful Offeror shall sign and date the contract and return it to the Department.

1.

PROPOSAL SUBMISSION DECLARATION

Dear Sir / Madam

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

2. We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

3. We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

PRICE SCHEDULE

The Offeror is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The primary location of the assignment will be New Delhi, India. Travel costs of the consultants for meetings outside Delhi are reimbursable as per rules and procedures (once approved) and shall not be included in the financial proposal.

Bidders are required to submit their financial proposals in the following two parts:

Part 1: Total cost for phase 1, phase 2 and phase 3 as defined in the scope of work section of the Terms of Reference (including competency identification for 272 positions and Competency Model for all grade-levels)

Part 2: Standard fee that would be charged for each position exceeding the 272 mentioned above (in case the total number of positions are more than 272)

Description of Activity/Item		Amount(INR)
1.	Part 1	
1.1	Cost for the Phase 1 as defined in the Scope of Work	
1.2	Cost for the Phase 2 as defined in the Scope of Work This should include competency identification for 272 positions competency Models for all grade-levels	
1.3	Cost for the Phase 3 as defined in the Scope of Work	
	Total Cost for Phase 1, Phase 2 and Phase 3	
2.	Part 2	
2.1	Standard fee that would be charged for each position exceeding the 272 mentioned above (in case the total number of positions are more than 272).	

Total cost of the Phase 1, Phase 2 and Phase 3 will be taken into account for comparing the financial Proposals of the bidders.

Technical Proposal Evaluation Form 1		Points obtainable	Company/other Entity				
			A	B	C	D	E
Expertise of firm/ organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	20					
1.2	General organisation capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	40					
1.3	Quality assurance procedures, warranty	50					
1.4	Experience on similar Projects	140					
1.5	Global Experience on similar projects	50					
		300					

Technical Proposal Evaluation Form 2		Points obtainable	Company/other Entity				
			A	B	C	D	E
Proposal Approach and Methodology							
2.1	Understanding of the client's needs (scope of the assignment) as per the Terms of Reference (TOR)	40					
2.2	Proposed methodology to undertake the task, including the desk and field work, with reference to previous experience of similar nature	130					
2.3	Tools and Methods	130					
2.4	Quality of the written proposal	30					
2.5	Risk identification and mitigation plan and the proposed support structures to implement the assignment	70					
		400					

Technical Proposal Evaluation Form 3		Points obtainable	Company/other Entity				
			A	B	C	D	E
Team/ Personnel							
3.1	Team Leader						
	General Qualifications	20					
	Experience in HR Consulting with Government of India, State Governments and Public Sector Undertakings (PSUs);	30					
	Experience in competency model design and competency –based HRM	30					
	Language proficiency (English and Hindi)	20					
3.2	Core Team Members (Cumulative Score)						
	General qualifications	30					
	Experience in HR Consulting with Government of India, State Governments and Public Sector Undertakings (PSUs);	50					
	Experience in competency model design and competency –based HRM	50					
	Language proficiency (English and Hindi)	20					
3.3	Knowledge and Communications Manager						
	General qualifications and expertise in Competency – based HRM	25					
	Experience in change management, advocacy, developing knowledge products, report writing and knowledge sharing competency	25					
	Total Part 3	300					

Terms of Reference
Human Resource Management
Consultancy Services

The objective of carrying out competency mapping in the Department is to shift towards the Competency-based Human Resource Management in the Department of Legal Affairs. The National Training Policy 2012 emphasizes the need for a Competency-based Human Resource Management (HRM) in the Civil Services, which was also acknowledged by the Second Administrative Reforms Commission and the Sixth Central Pay Commission. DoP&T has included the development of a common Competency framework for the Indian Civil Services in its 2012-13 Results Framework Document. Subsequently, DoP&T designed a common competency framework for the Indian Civil Services along with a tool-kit and knowledge resources with the objective to help various cadres and government departments to design their own Competency Models. Department of Legal Affairs intends to use this framework and tool-kit for carrying out competency mapping in the Department. The agency selected for the purpose would be required to carry out this exercise as per following Terms of Reference. :-

1. The consulting firm would be required to facilitate a consultative and participatory process with various government stakeholders, generate knowledge products (e.g. articles, blog posts, fact sheets, ready reckoner, etc.), manage capacity building activities for the Working Groups and assist in advocacy activities
2. This consultancy would periodically require intensive time commitment to prepare and facilitate capacity building events. It will also require a permanent time commitment to ensure that information and communication happens on a continuous basis.
3. This being a strategic policy area it is expected that the selected consulting firm displays a high level of professionalism and is able to maintain its highly qualified team over the entire project period, unless changes are requested and agreed to by the Department. While the initial contract is of a limited duration, the Department intends to have a long-term engagement with the consulting firm, as long as its performance meets the requirements.
4. Overall structure of the assignment is described in the figure below:

Phase 1	Phase 2	Phase 3
<ul style="list-style-type: none"> • Capacity building of the core-working group • Advocacy and change management strategy and implementation 	<ul style="list-style-type: none"> • Creation of customized Competency framework for all positions within the department • Competency model for all grade-levels within the selected cadres 	<ul style="list-style-type: none"> • Identification of Competency gaps through Assessment Development Centres and 360 Degree customized Competency Assessment Tools. • Identification of Training Needs

	<ul style="list-style-type: none"> • Recommendation/ way-forward for application of competencies in various HRM functions in the Department • Advocacy and change management 	<ul style="list-style-type: none"> • Advocacy, change-management and capacity-building
Capacity-building		
Advocacy		

Figure 1: Structure of the Competency-based HRM Assignment

5. Scope of work for the HR consulting firm can broadly be divided into three phases:

Phase 1: Common Competency Model for the Department

This phase would start from **June, 2016** and have to be completed by the end of **September, 2016**.

1. Capacity building of the Core Working Group using the competency tool-kit to enable them to develop the Competency Models for the department;
2. Develop documents, presentations and other related publications to support the advocacy and capacity-building (information and communication support);
3. Assist Working Groups in advocacy efforts to support the shift towards the competency-based HRM;
4. Facilitate workshops/trainings of the Consultative Group to foster the conceptual understanding of the competency-based HRM.
5. Submit process documentation of the assignment of Phase 1 on completion (including approach, activities, deliverables, list of stakeholders met and lessons learnt).

Tools and techniques	Methodology	Knowledge Resources
<ul style="list-style-type: none"> • Interview questions and guidelines • Focused Groups facilitation guide • Questionnaires and competency surveys • Psychometrics and other relevant tests • Competency model Templates and other tools and techniques 	<ul style="list-style-type: none"> • Methodology to analyses results from various tools and techniques • Approach for identifying competencies and developing competency models • Change management and advocacy strategy • Capacity-building strategy 	<ul style="list-style-type: none"> • Guidelines on competency-based HRM • Leading practices summary • Way-forward on application of competencies for various HR functions • Material to support advocacy, change management and capacity-building • FAQs

Figure 2: Indicative Contents of the Competency Model Tool-kit

Phase 2: Competency model design for all positions and all grade-levels

This phase should begin in **September 2016** and should be completed in **February 2017**. Therefore, for about one month, activities of Phase 1 and Phase 2 will run in parallel and the consulting firm should plan to have sufficient manpower available during this period to meet the project requirements and run the process in parallel.

During this phase the consulting firm will work with the members of the Core Working Group to identify the competency requirements for all positions and for all grade-levels.

The deliverables from this phase are as follows:

- Develop Competency Models for all positions in the department through a consultative and participative process;
- Develop Competency Models for all grade-levels through a consultative and participative process.
- Continue support to the advocacy initiatives for competency-based HRM with various stakeholders;
- Facilitate/Participate in meetings, presentations, conferences and other events organized for the advocacy, capacity building and stakeholder involvement purposes;
- Provide a completion report with specific recommendations on application of competencies in Human Resource Management for each of the following functions: Recruitment, Training, Leadership Development, Performance Management, Remuneration, Career Planning, Succession Planning and Promotions. These recommendations are to take into account the current institutional arrangements, rules and procedures.
- Submit process documentation of the assignment- phase 2 on completion (including approach, activities, deliverables, list of stakeholders met and lessons learnt);

6. Following interventions are expected during the second phase :-

- Design of competency models for various grade-levels
- Identification of competencies and development of competency models
- Mainstreaming and Implementation: Application of competencies in various HR functions

Phase 3: Identification of Competency Gaps and Training Needs

This phase should begin in **March 2017** and should be completed in **August 2017**. The deliverables from this phase are as follows :

- Identification of Competency gaps through Assessment Development Centres and 360 Degree customized Competency Assessment Tools.
- Identification of Training Needs and Capacity Building

7. Job Descriptions for the positions in question may not be readily available with the departments. However, public portal of the cadre controlling authority may be consulted in respect of officers relating to Indian Legal Service (ILS), Central Secretariat Service (CSS), Central Secretariat Stenographers Service (CSSS). Consulting firm will need to generate the information required for identification of competencies through the process.

In view of the above, continuation of the services of the HR consulting firm may be considered depending upon the need, performance of the service provider and the availability of funds. Bidders should submit their financial proposals for the abovementioned timeframe only

8. The primary location of the assignment will be New Delhi, India. The consultant firm will be required to hold on-site meetings with the involved stakeholders in India and would need to have one of the consultants permanently posted as Knowledge and Communication Manager at Training Division in Delhi.

9. Travel costs of the consultants for meetings outside Delhi are reimbursable as per rules and procedures (once approved) and shall not be included in the financial proposal.

10. The selected agency will work under the overall guidance of the Training Manager and report to him on day to day basis. The selected agency will be required to submit periodic progress report to the Training Managers and participate in progress review meetings.

11. One of the team members shall be posted in the Training Division on a full-time basis as Knowledge and Communication Manager. He/she will generate knowledge products; handle continuous information & communication tasks to support advocacy, knowledge management and change management with respect to project partners, working group members and select stakeholders, over and above other assignment-related duties.

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Department. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of Department.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to the Department in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect the Department and shall fulfill its commitments with the fullest regard to the interests of the Department.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Department.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the Department for all sub-contractors. The approval of the Department of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor shall warrant that no official of the Department has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor shall agree that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, Department, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend,

inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name Department as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Department;

8.4.3 Provide that the Department shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the Department with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the Department against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by Department shall rest with Department and any such equipment shall be returned to Department at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to Department, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate Department for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the Department shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the Department under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Department..

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the Department does not and shall not claim any ownership interest thereto, and the Contractor grants to the Department a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the Department the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the Department in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the Department and shall be made available for use or inspection by the Department at reasonable times and at reasonable places. It shall be treated as confidential, and shall be delivered only to Department's authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the Department, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the Department in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the Department, an attached/subordinate office

13.3 The Contractor may disclose Information to the extent required by law, provided the Contractor will give the Department sufficient prior notice of a request for the disclosure of Information in order to allow the Department to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The Department may disclose Information to the extent as required

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Department, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the Department of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the Department shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the Department shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the Department is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 LIQUIDATED DAMAGES

15.1 Subject to Article 14 above, if the Contractor fails to perform the services within the time period (s) specified in the contract, the Department shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the unperformed services for each week of delay or part thereof until actual performance, upto a maximum deduction of 10% (ten percent of the unperformed services' contract price.

16.0 TERMINATION

16.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

16.2 Department reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case Department shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

16.3 In the event of any termination by Department under this Article, no payment shall be due from Department to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

16.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the Department may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the Department of the occurrence of any of the above events.

17.0 SETTLEMENT OF DISPUTES

17.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

17.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration of an Arbitrator appointed by the Secretary, Department of Legal Affairs, Ministry of Law and Justice. The arbitration proceedings shall be held at New Delhi in English language and in accordance with the provision as contained under the Arbitration & Conciliation Act, 1996 (as amended from time to time). The parties shall be bound by the arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim..

18.0 TAX EXEMPTION

The Contractor shall authorizes the Department to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the Department before the payment thereof and the Department has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the Department with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor shall represent and warrant that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights of children which require that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle Department to terminate this Contract immediately upon notice to the Contractor, at no cost to the Department

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of

employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor shall acknowledge and agree that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the Department to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The Department shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Only the Department's Authorized Official possesses the authority to agree on behalf of the Department to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the Department unless provided by an amendment to this Agreement signed by the Contractor and jointly by the Department's Authorized Official.