



Government of Kerala
Agriculture Development & Farmers Welfare Department
Directorate of Agriculture Development & Farmers Welfare
Vikasbhavan, Thiruvananthapuram – 695033
Phone: 0471- 2304480,
Email: ddplgdir@gmail.com

e-TENDER DOCUMENT

For the Conducting a Comprehensive Human Resource Diagnostics and Propose a Revised HR Framework for the Department of Agriculture Development & Farmers' Welfare in Kerala as a part of the projects under Rebuild Kerala Initiative during 2019-20

Agriculture Development & Farmers Welfare Department, Government of Kerala invites online e-tender bids in two cover system from competent qualified firms/ experts/ technical institution (hereinafter referred to as "Bidder" till the award of Contract and thereafter on award of contract, referred to as "qualified firms/ experts/ technical institution Bidder") for the Study on a Comprehensive Human resource Diagnostic and propose a revised HR framework under the Rebuild Kerala Initiative programme under the Department of Agriculture Development & Farmers Welfare implemented during the year 2019-20. The successful Bidder shall be finalized based on competitive bidding process. The bidders are advised to study the e-tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The bidder should be able to bid and execute the study in a fast and transparent manner. The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

Tender No.	: 01ADFW-TP5
Etender publishing date	: 25/05/2020, 13.00 hrs
Bid Submission start date	: 25/5/2020, 13.00 hrs
Last date & time of submission of e-Tender	: 23/06/2020, 15.00 hrs
Date & Time of opening of e-Tender	: 26/06/2020, 15.00 hrs
Cost of e-Tender (online submission)	: Rs 1000 + 18% GST=Rs.1180/-
Date up to which the rates are to remain firm for acceptance	: Not Applicable
E.M.D.	: Rs10000 through online payment
Security Deposit	: 5% of total contract amount inclusive of E.M.D. is to be furnished on receipt of supply orders.
Period of Study	: Within Four months from date of agreement

The cost of e-tender and EMD should be paid only through online payment – SBI MOPS in the website <https://etenders.kerala.gov.in>.

Covers

Tender submission is in two cover system and the contents to be included under 2 cover system are as follows

Cover 1. Technical Bid:

(Scanned copy in pdf format of all documents in cover-1 should be uploaded online and originals should be submitted directly to this office before the date of opening of the technical bid)

The e-tenders submitted by the bidder should contain, Annexures I to X duly filled and authenticated, Signed copy of e Tender Document, Detailed CV along with brochures of the agency, Documentary evidence to prove current BIS/ISI /ISO Certification if any (such as attestedCopies of the documents), Documents to prove EMD exemption if eligible and Evidence of study undertaken for national and international institutes. The quoted criteria of the agency should be available in the company's website.

Cover 2. Financial Bid

Submit the BOQ in excel format provided under the work item documents in the website <https://etenders.kerala.gov.in>.
[Financial bid sent through any other method will not be accepted]

Scope of Work:

The HR diagnostic agency will work in close consultation with the ADFWD to undertake a comprehensive analysis of existing HR structure. The scope of work under the agency shall include but is not limited to;

- To undertake a comprehensive HR and institutional diagnostic study aimed at identifying structural issues and develop a reorganization framework for improved efficiency and functional integration.
- To undertake workload analysis of all staffs at all levels and develop matrix of manpower gaps if any and suggest suitable and financially feasible strategies to bridge such gaps.
- To comprehensively assess functional roles and responsibilities of DAFW staffs at all levels, identify areas of duplication or redundancy and develop an updated matrix of functional roles.
- To undertake a comprehensive analysis of techno-managerial skill set needed at each level considering AEZ based agriculture promotion, assess training gaps and propose the up skilling framework for the department
- To analyse workflows within the core departmental structure as well as ADFWD supported institutions and identify areas for streamlining job roles to reduce duplication of effort.
- To undertake needful financial analysis and develop and assessment of cost implications under the new HR framework.
- To undertake needful consultations with departmental stakeholders including Soil Survey and Soil Conservation Department at all levels to develop informed consent on the proposed HR framework for reorganization.
- To assess the efficiency and responsiveness of the controlling offices namely the Directorate at the state level and the Principal Agricultural Offices at the District level.
- To establish a performance monitoring system at all levels, with automated reporting and alerting system
- To propose a fully digitalized system for ease of governance and timely implementation of schemes.

General Instructions

1. All the documents in cover 1 shall be prepared and uploaded in pdf formats
2. The BOQ file published in the web site <https://etenders.kerala.gov.in> pertaining to this tender shall be filled appropriately without any change to file name or formats. The quoted rate should include all taxes, including other unforeseen charges. Price documents submitted through any other mode will not be accepted.

3. Tenders in prescribed forms should be submitted through <https://etenders.kerala.gov.in> the e-tender web site of the Government of Kerala before due date. Bid submission may be done well in advance of the deadline for bid submission to avoid internet connectivity or server downtime issues that may arise at the last moment.
4. Hard copies of the tender documents should be submitted to the authority before the opening time fixed for technical bid.
5. The Director of Agriculture has all rights to cancel the study even after the tender process or at the time of executing agreement.
6. Prospective bidders are free to contact the Deputy Director of Agriculture (Planning) at the Office of the Directorate of Agriculture Development on the Mobile No .**9383470018** during office hours to obtain clarification if any.
7. The undersigned is at liberty to test and satisfy the quality and satisfactory working of the study conducted at all stages of the execution of the work.
6. The Bidder or his agent should be present at the time of final submission of the report in 30 copies at Directorate of Agriculture
7. On completion of the study, a work completion certificate along with the request in triplicate should be submitted along with the bank account details for effecting payment.
8. In case of any disputes the decisions of the Arbitrator fixed shall be final.
9. Violation of any rules/special conditions /directions of work order by the agency will lead to rejection of his bid.
11. The undersigned is not bound to accept the lowest tender quoted.
12. All terms and conditions governing tenders for services by the Government of Kerala will apply to this case also.

General Conditions of e-tender

A). Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: etendershelp@kerala.gov.in for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any

circumstances.

- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

C). Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees and Earnest Money Deposit should be online.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

D). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Accepted the terms and Conditions of this tender

Place :
Date :
Name:

Signature:

Authorised Signatory of the tender submitting firm along with office and designation seals



Government of Kerala
Agriculture Development & Farmers Welfare Department
Directorate of Agriculture Development & Farmers Welfare
Vikasbhavan, Thiruvananthapuram – 695033
Phone: 0471- 2304480,
Email: ddplgdir@gmail.com

ADFW/ 48 /2020/TP5

Dated.25/5/2020

Notice inviting e- tender for the Conducting a “Comprehensive Human resource Diagnostic and propose a revised HR framework” in department of Agriculture Development & farmers’ Welfare, Kerala

Sealed bid are invited in two (pre-qualification/ technical and financial bids) bid system from competent qualified firms/ experts/ technical institution for selection of agency for the Study on a Comprehensive Human resource Diagnostic and propose a revised HR framework under the Rebuild Kerala Initiative programme under the Department of Agriculture Development & Farmers Welfare implemented during the year 2019-20 . The tender is to be submitted as e-tenders through <https://etenders.kerala.gov.in>. Since this is an e-tender, only those bidders who have enrolled in the above portal with their own digital signature certificate (DSC) can participate in the tender. E-Tender document and other details can be obtained from the above e-portal. The bidder should be able to bid and execute the study in a fast and transparent manner.

Tender No.	: 01ADFW-TP5
Etender publishing date	: 25/05/2020, 13.00 hrs
Bid Submission start date	: 25/5/2020, 13.00 hrs
Last date & time of submission of e-Tender	: 23/06/2020, 15.00 hrs
Date & Time of opening of e-Tender	: 26/06/2020, 15.00 hrs
Cost of e-Tender (online submission)	: Rs 1000 + 18% GST=Rs.1180/-
Date up to which the rates are to remain firm for acceptance	: 160 days
E.M.D.	: Rs10000 through online payment
Security Deposit	: 5% of total contract amount inclusive of E.M.D. is to be furnished on receipt of supply orders.
Period of Study	: Within Four months from date of agreement

The bidder desiring to take part in the bid shall log into <https://etenders.kerala.gov.in/> and then select tender and start the bidding process. Payment can be made through the SBI MOPS system.

For obtaining **digital signature certificate** (DSC) and necessary portal enrolment bidders can visit the website <https://etenders.kerala.gov.in/>

Tenders will be opened in the on line presence of such bidders or their authorized representatives who have logged in at the prescribed time of opening bids. If the date fixed for opening happens to be a holiday/ due to net failure the tenders will be opened in the next working day, at the same time.

The price of the e-tender & EMD form shall be received only through online payment .

Scanned copy of the agreement in the prescribed format in Kerala Stamp paper worth **Rs. 200/-** should be submitted online and original to the undersigned before the opening of the e-tender.

The cost should be quoted in Indian currency only.

Details with respect to the e-tender and the details of specifications of the item to be purchased can be obtained from the e-tender website <https://etenders.kerala.gov.in>

The committee headed by Additional Director of Agriculture(Planning) at theADFWD will scrutinize the tenders received and will recommend suitably. The decision of the Committee will be final for the award of the contract.

The right of acceptance or rejection of e-tender without assigning any reason is solemnly vested with committee

The rules and regulations prescribed for e-tenders by the Government of Kerala shall be applicable to this e-tender also.

Any legal disputes that may arise in relation to the e-tender formalities will be restricted to the jurisdiction of Thiruvananthapuram District. Communications to be addressed to:

The Director
Agriculture Development & Farmers' Welfare,
VikasBhavan
Thiruvananthapuram. Pin 695033
Phone: 0471-2304480,
E mail: ddplgdir@gmail.com

Sd/-

Director
DeptAgriculture Development & Farmers' Welfare,

REQUEST FOR PROPOSAL

AGENCY FOR CONDUCTING A COMPREHENSIVE HUMAN RESOURCE DIAGNOSTICS AND TO PROPOSE A REVISED HR FRAMEWORK FOR THE DEPARTMENT OF AGRICULTURE DEVELOPMENT AND FARMERES' WELFARE-KERALA UNDER REBUILD KERALA INITIATIVE

Agriculture Development & Farmers' Welfare, Thiruvananthapuram 2nd
Floor, Vikas bhavan, Thiruvananthapuram url:
www.keralaagriculture.gov.in

2020

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LETTER OF INVITATION

Letter No: ADFW/48/2020/TP5

Thiruvananthapuram,
25-05-2020

Dear Sir/Madam,

Director, Agriculture Development & Farmers' Welfare Department, Kerala invite Proposals from eligible agencies for **"Conducting A Comprehensive Human Resource Diagnostics and To Propose a Revised HR framework For the Department of Agriculture Development and Farmers Welfare, as a part of the Projects sanctioned under Rebuild Kerala initiative"**

- i. As per the e-tender published in the Kerala e-tender portal (www.etenders.kerala.gov.in)
- ii. all interested bidders are invited to respond to the Request for Proposal (RFP) document.
- iii. The Bidder will be selected based on parameters and procedures described in this RFP and amendments made to it from time to time
- iv. Kindly respond to the tender as per the directions and the formats provided in the Request For Proposal.
- v. Please note that while all the information and data regarding this RFP is to the best of Department's knowledge and are true to the scope of the proposed study, the department holds no responsibility for the accuracy of this information and it is the responsibility of the bidder to check the validity of data included in the document.

Yours sincerely,

Sd/-

**Director,
Thiruvananthapuram, Kerala**

Agriculture Development & Farmers' Welfare,

Glossary Used in the Document

AOA	Articles of Association
Authority	Director, Agriculture Development and Farmers' Welfare, Kerala, Thiruvananthapuram
Agency	Agency means who intend to provide services for the project as per RFP
Baseline plan	Project plan that is formally accepted by stakeholders
Bidder	"Bidder" means any Company/ Society/Firm registered in India submitting RFP along with prescribed documents in response to RFP and intending to provide services for project.
Bid Security	Bid Security means Earnest Money Deposit
RKI	Rebuild Kerala Initiative
Committee	Authority for Selection/evaluation of methodology and on Technical Bid & Financial Bid.
Contract	Agreement entered in to by Authority with the bidder
Department	Department refers to " Directorate, Agriculture Development& Farmers' Welfare, Kerala"
ADFWD	Agriculture Development& Farmers' Welfare, Department Kerala
FY	Financial Year
GoK	Government of Kerala
HO/HoD/HQ	Head Office/Head of the Department/Head Quarter
INR	Indian Rupees
IA	Implementing Agency
LOI	Letter of Intent
LLP	Limited Liability Partnership
MOA	Memorandum of Agreement
Noncompliance	Failure/ refusal to comply with the terms and condition of the proposal
Nonresponsive	Failure to furnish complete information in a given format and manner required as per proposal or not following the procedure mentioned in this RFP or not submitting the EMD or tender fee
WO	Work Order
RFP	Request for Proposal
Service	Services to be provided as per the requirement mentioned in the scope of work
Service Provider	Vendor who will be executing this contract
SLA	Service Level Agreement
SoW	Scope of Work
Supplier	Vendor who will be executing this contract
Vendor	"Vendor" means Bidder/Supplier

BID FACT SHEET

1.	Name of Authority	Director, Agriculture Development & Farmers' Welfare, Kerala, Thiruvananthapuram, PIN 695033
2.	Name of Engagement	Selection of Agency for Conducting A Comprehensive Human Resource Diagnostics and Propose a Revised HR framework for the Department of Agriculture Development and Farmers Welfare, Kerala as a part of Projects in Kerala during 2019-20 under Rebuild Kerala initiative.
3.	Availability of the document	<p>The Bidding Document is available and downloadable on following websites: http://www.etenders.kerala.gov.in</p> <p>Bidding Document Fees (non-transferable & non-refundable) and Processing Fees & EMD must be paid online at e-Procurement portal(http://www.etenders.kerala.gov.in)</p> <p>All Subsequent changes to the Bidding document shall be published on the above websites</p>
4.	Tender Publish Date & Time	25/05/2020 Time 13.00 hours
5.	Last Date and Time for Submission of Bid	23/06/2020 at 15.00 hours
6.	Tender Fee	INR 1000 + GST 18% (non-refundable) payable through online e-Procurement portal
7.	Earnest Money Deposit (EMD)	INR 10,000 paid online in www.etenders.kerala.gov.in
8.	Pre-Bid Meeting Date and Time	8/06/2020 at 14:00 Hours
9.	Pre Bid Meeting Venue	Directorate, of Agriculture Development & Farmers' Welfare, Vikas Bhavan, Thiruvananthapuram, Kerala PIN 695033

10.	Date, Time and Place of opening of Technical-Qualification Bid	26/06/2020 at 15:00 Hours Directorate, Agriculture Development& Farmers' Welfare, Kerala, Thiruvananthapuram PIN 695033
11.	Date, Time and Place of opening of Financial Bid	Would be communicated to qualified bidders
12.	Performance Security (On award of the contract)	Irrevocably Performance Security of value 5% of the Work Order (PO) value (Inclusive of EMD) in form of BG issued by Scheduled / Nationalized Bank in favour of Director, Agriculture Development & Farmers' Welfare, Thiruvananthapuram ,Kerala To be submitted at the correspondence address within 15 days of issuance of Work Order.
13.	Contact Person Details	Mr. Sivaramakrishnan.V, Deputy Director Agriculture (Planning),Agriculture Development& Farmers' Welfare, Thiruvananthapuram, Kerala, 695033 E mail ddplgdir@gmail.com Mobile No .9383470018

Bidding Document(RFP)

The Bidding document herein contains the following sections . The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as published on the websites mentioned in the Bid Fact Sheet. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

Section1 Introduction to Bidders

Section2 Qualification Criteria

Section 3 Schedule ofRequirements

Section 4 Timeline and PaymentSchedule

Section 5 General Terms andConditions

Section 6 BiddingForms

Section 1 :Introduction toBidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening and evaluation of bids and on the award of contract. It is important that the Bidder carefully reads and examines the Bidding document.

1.1. General

1.1.1. Scope of Bid The Authority, Director ADFWD has published this RFP for the Selection of Agency for conducting “A Comprehensive Human Resource Diagnostics and Propose a Revised HR Framework for the Department of Agriculture Development and Farmers Welfare” as a part of Projects in Kerala during 2019-20 under Rebuild Kerala initiative’

1.1.2 Interpretations Unless otherwise stated, throughout this Bidding Document, the definitions and interpretations shall be as prescribed in [Section 5. General Terms and Conditions](#)

1.1.3 Eligibility of Bidders A Bidder may be a legal private entity or a legal government- owned entity with the intent to enter to deliver the engagement. The bidder should be eligible to operate in conformity with the provisions of the laws in India and shall have a Registered office within India and preferably in Kerala. Bidder should not have any conflict of interest with any parties included in the Bidding process. Consortiums are **NOT** allowed to participate in the Bidding Process.

1.1.4 Contacting the Authority From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the Authority on any matter related to the bid, it should do so in writing at the address mentioned in Bid Fact Sheet.

1.2 Influencing the Bid Process If a Bidder tries to directly influence the Authority or otherwise interfere in the bid submission and evaluation process and the Contract award decision, its bid may be rejected.

1.3 Clarification of Bidding Document The prospective Bidder requiring any clarification of the Bidding Document shall contact the Authority in writing at the Authority’s address indicated in the Bid Fact Sheet. The Authority would respond to any request for clarification, provided that such request is received prior to the deadline mentioned in the Bid Fact Sheet. Should the Authority deem it necessary to amend the Bidding Document as a result of a request for Clarification, it shall do so following the procedure under Section - [Pre-Bid Meeting and Clarifications](#).

- 1.3.2** Any change to the Bidding document shall be uploaded on the websites mentioned in the Bid FactSheet.
- 1.3.3** Nonattendance at the pre-bid meeting will not be a cause for disqualification of aBidder.
- 1.4 Purchase of bidding document** The Bidding Document is available and downloadable on followingwebsite “<http://www.etenders.kerala.gov.in>”. Bidding Document Fees (non-transferable & non-refundable) and must be paid online at e-Procurement portal.
- 1.5 Amendmentsto Bidding Document.** At any time prior to the deadline for submission of bids, the Authority may amend the Bidding Document by issuing addendum (also referred as‘corrigendum’). Any addendum issued shall be part of the Bidding Document and shall be uploaded on the e-Procurement Portal (<http://www.etenders.kerala.gov.in>). Any Such corrigendums shall be the part of this RFP. To give prospective Bidders reasonable time to respond to an addendum in preparing their bids, the Authority may, at its discretion, extend the deadline for the submission of bids.
- 1.6 Preparation ofBids**
- 1.6.1 Cost of Bidding** The Bidder shall bear all costs associated with the preparationand submissionofitsBid,andtheAuthorityshallnotberesponsibleorliable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.6.2 Language of Bid** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Authority, shall be written in the Englishlanguage.
- 1.6.3 Documents Comprising the Bid** The documents comprising the bid are listedin Section 6: Bidding Forms. Bidders must use the Bidding forms provided to structure and submit their bids. The Annexures from I to X is tobefully filled authenticated and submitted in pdf formats.
- 1.6.4 Letter of Bid and Schedules** The Bidder shall complete the Letter of Bid, including the appropriatePriceSchedules,usingtherelevantformsfurnishedin Section 6: Bidding Forms. The forms must be completed as instructed in the Bidding Document
- 1.6.5 One Bid per party** Bidders are requested to submit only one Bid. Submission of more than one bid by the same bidder is liable for rejection.
- 1.6.6 Documents Establishing the Eligibility and Qualifications of the Bidder** To establish its eligibility and qualifications to perform the Contract in accordance with Section II: Qualification Criteria the Bidder shall provide the information requested in the corresponding bidding forms included in Section 6: BiddingForms.
- 1.6.7 Bid Prices** Bidders shall quote for the entire Services as requested in RFP on a “single responsibility” basis such that the total bid price covers all the Agency obligations mentioned in or is inferred from the Bidding Document in respect of conducting the entire HR Study as specified in [Section3: Schedule ofRequirements](#). Prices must include all taxes, duties, levies, legal charges and fees that shall apply in India on/to the price of the Services & Products invoiced to theAuthority.
- 1.6.8 Currencies of Bid and Payment** The currency of the bid shall be in Indian Rupees(INR).
- 1.6.9 Period of Validity ofBids** The Bids shall remain valid for the period of **160 days** after the bid submission deadline date prescribed by the Authority. A bid valid for a shorter period shall be rejected by the Authority as non responsive. In exceptional circumstances, prior to the expiration of the bid validity period, the Authority may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. In case of Bidder extending of the bid, the Bidder granting the request shall also extend the bid security for Thirty (30) days beyond the deadline of the extended validity period.
- 1.6.10 Bid Security** EMD paid online on the [etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) Rs.10000/-. The amount and currency of the bid security (EMD) shall be as per the Bid Fact Sheet. The bid security of unsuccessful Bidders shall be returned

as promptly as possible upon award of contract to the successful Bidder. No interest will be payable by the Authority on the amount of the Bid Security. The bid security of the successful Bidder shall be refunded after the successful Bidder has signed the Contract and furnished the required performance security OR adjusted towards the total performance security, the successful Bidder is liable to remit. The bid security will be forfeited by Authority on account of one or more of the following reasons:

- If a bidder withdraws its bid during the period of bid validity
- If the successful bidder fails to sign the contract in accordance with terms and conditions
- Successful bidder fails to furnish performance security as specified in the Bidding Document

1.6.11 Format and Signing of Bid The bid should be digitally signed by a person duly authorized to sign on behalf of the Bidder and should be uploaded on the e-Procurement Portal.

1.7 Pre-Bid Meeting and Clarifications ADFWD shall hold a Pre-Bid meeting with the prospective bidders as per the timelines mentioned in the Bid Fact Sheet. The interested bidders need to ensure that they have submitted their queries as per the dates mentioned in the Bid Fact Sheet. Queries provided by the Bidders should be as per the format provided in the bidding forms. Response to the queries and clarification shall be done in the pre bid meeting

1.8 Submission and Opening of Bids

1.9.1 Submission, & Making of Bids Bidders are advised to study all the instructions, forms, requirements, terms and other information in this Bidding Document carefully. Submission of the Bid shall be deemed to have been done after careful reading of the Bidding Document with full understanding of its implication.

1.8.2 Failure to comply with the following shall render the Bid as non-responsive

- (a) Documentation specified in the Bidding Document;
- (b) Format specified in the Bidding Document;
- (c) Requirements as set out in the Bidding Document

1.8.3 The Bidders should submit the Bids as per the format in this Section 6, Bidding Forms in the following manner:

- (a) Technical Proposal: UPLOAD ON e-Procurement Website – Technical Link
- (b) Financial Proposal: UPLOAD ON e-Procurement Website - Financial Link

1.8.4 Please note that the prices should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids.

1.8.5 All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.

1.8.6 The proposal shall be typed with no corrections.

1.8.7 The bid needs to be digitally signed.

1.8.8 The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the proposal.

1.8.9 The bids submitted by physical submission/telex/telegram/fax/email shall not be entertained.

- 1.8.10** The bidders need to ensure payment of Bidding Document Fees no later than the date and time indicated in the Bid Fact Sheet.
- 1.8.11 Deadline for Submission of Bids** Bids must be received by the Authority on the e-Procurement Portal no later than the date and time indicated in the Bid Fact Sheet. To ensure flawless submission and payment, bidders are advised to complete the bidding well in advance of the deadline to avoid server failures, internet downtime etc that might occur at the close of the bidding time.
- 1.8.12 Late Bids** The e-Procurement Portal will not permit the bidder to submit the bids after the deadline for submission of bids. ADFWD shall not be responsible for delay or non-receipt of the documents.
- 1.8.13** Bid Opening will be done online by the Authority at the specified time as per the RFP or corrigendums.
- 1.9 Evaluation and Comparison of Bids**
- 1.9.2 Confidentiality** Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the notification of contract award.
- 1.9.3 Clarification of Bids** To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Authority may, at its discretion, seek any Bidder for a clarification of its bid. The Authority's request for Clarification and the Bidder's response shall be in writing. If a Bidder does not provide clarifications of its bid by the date and time set in the Authority's request for clarification, the bids shall be evaluated on the basis of information available with the Authority.
- 1.9.4 Determination of Responsiveness** The Authority's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 1.9.5** Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. Non-responsive bids shall not be considered for evaluation. A non-responsive bid shall be if the proposal:
- Is not as per the Bidding document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, deviations, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the Bidding Document
 - With lesser validity period
 - Bid is not substantially responsive to the requirements of the Bidding Document
- 1.9.6** All eligible bids will be considered for further evaluation by an Evaluation Committee according to the evaluation process defined in this Bidding document. The decision of the Evaluation Committee will be final in this regard. Bids shall be first evaluated on the basis of qualification criteria mentioned in Section 2. Qualification Criteria. Only those bids which qualify the Technical-qualification criteria shall be considered for Financial Evaluation.
- 1.9.7** The Authority will evaluate and compare the bids that have been determined to be substantially responsive. **The evaluation will be performed and the Contract shall be awarded to the lowest financial Quoted by the Bidder (L1) among those technically qualified**
- 1.9.8** Bids which qualify the Technical-qualification criteria shall be taken up for financial evaluation.
- 1.9.9 Right to Accept Any Bid, and to Reject Any or All Bids** The Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, bid securities, shall be promptly returned to the Bidders.

Section 2 : QualificationCriteria

2.1 Technical QualificationCriteria

The Bidder must possess the requisite experience, strength and capabilities to meet the requirements as described in the Bidding document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as Technical-Qualification criteria for bidder interested in undertaking the project.

SI No	Technical-Qualification Criteria	Document to be submitted
1.	Bidder must be incorporated or registered in India under the Indian Companies Act, 1956 (including Section – 25 of the Act) or Limited Liability Partnerships (registered under LLP Act, 2008) Society/Firm registered in India since more than five years as on 31.03.2020. or a Government agency	Copy of Incorporation / Registration certificate along with MoA-AoA/Bylaws (or similar document) should be furnished as documentary proof of bidder.
2.	The bidder should have minimum average annualturnover of INR 100,00,000 or more for atleast three Financial Years starting from 1/4/2015 to 31/3/2020	Copy of the audited profit and loss account / balance sheet/ annual report of respective financial years mentioning required figures attested by Chartered Accountant. Attach Copy of PAN/TAN
3.	The bidder should have positive net worth for the last three Financial Years (FY 2017-18, FY 2018-19, FY2019-20).	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached.

4.	<p>The Bidder should have experience in comprehensive HR diagnostics and restructuring in State Government/Central Government/ Public sector undertakings in India during the last 5 financial years (FY 2015-16 to 2019-20).</p> <p>Total value of the orders of preparing of these assignments should be at least INR 25,00,000.</p>	<p>Copy of work order + Client Completion Certificate / (If Work in Progress, Present Client Continuity Certificates + Copy of work order.</p> <p>AND</p> <p>Chartered Accountant certificate indicating total value of work order (Financial Year wise)</p> <p>The authority may ask to present the invoices for the same if required at any point of time during the bid process.</p>
5.	<p>The Bidder in India should have at least 4 minimum resources in each of the following skill set with relevant year of experience. All resource should be permanent/part time employee of Bidder.</p> <ul style="list-style-type: none"> a. Agriculture sciences (Minimum MSc Agriculture with 5 + years offield experience in Agriculture related projects) b. HR Management <ul style="list-style-type: none"> i. MBA (HR) with 3+ years of experience in Corporate/Public sector undertaking) c. HR Diagnostics <ul style="list-style-type: none"> i. MBA (HR) with 3+ years of experience in HR diagnostics studies in Corporate/Public sector undertaking) d. Financial Management <p>CA / MBA (Finance) with 3 + years experience in Government/ Corporate business)</p>	<p>Curriculum Vitae of the resources to be shared highlighting the relevant years of experience + Bidder self attested certificate indicating “permanent employee” or “part time employee” whose CV has been shared with the Authority.</p> <p>The authority may ask to present other justified documents supporting the technical criteria for the same if required at any point of time during the bid process.</p>

SLN O	Criteria	Marks
1	Annual turn over more than Ten crore Rupees	10
2	Annual turn over less than Ten crore Rupees	5
3	Number of Projects awarded to the agency and completed more than 5 nos	10
4	Number of Projects awarded to the agency and completed less than 5 nos	5
5	Qualified Human Resource MSc/M Tech/MBA/CA (Max 8) marks per person	2
6	Qualified Human Resource Ph D (max 20)	5
7	Total Project value undertaken more than 25 lakhs	10
8	Total Project value undertaken less than 25 lakhs	5
	Total (Max 50 marks , Minimum 20 marks)	

2.2 Clean Record The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices as on date of submission of bid and also not blacklisted or under litigation by any State/Central/UTs Government at the time of bidding. Declaration letter regarding Clean Track Record should be attached by the bidder.

2.3 The Bidder should have a point of presence in Kerala or should open a Project Office within 30 days of receipt of Letter of Intent (LoI). Relevant document proof for presence in Kerala OR An undertaking to this effect should be submitted by the bidder on its letterhead.

2.4 The bidder (Prime) should be registered with GST and should have valid TIN / TAN/ PAN numbers. Copy of Certification which is valid on date of submission.

2.5 Evaluation of Financial Bids The commercial bids for only those bidders will be opened who have qualified the technical evaluation and reviewed to determine whether the bids are substantially responsive. Commercial bids that are in correct format and complete with regard to all the costs will alone be considered for comparison.

2.6 Award of Contract Award of the contract shall be made to the technical qualified bidder with the lowest financial bid.

Section 3: Schedule of Requirements

3.1 Project Background

Agriculture extension and service delivery through Department of Agriculture Development and Farmers Welfare (ADFWD) institutions, especially KrishiBhavans is severely constrained. While the number and complexity of functions being carried out by KrishiBhavans has grown manifold, accompanying strengthening of capacity by way of ICT integration and customized staffing strategy has been missing. This has led to reduced efficiencies and disproportionate allocation of time on peripheral tasks.

A wide range of institutions are operational in the Agriculture sector. The institutional framework faces several challenges including coordination issues between different agencies, capacity gaps at different levels, multiple lines of reporting, focus on delivery of subsidies / schemes and outdated monitoring mechanisms.

In order to develop highly productive and resilient agriculture sector, it is vital to promote farming systems suited to the wide agro-ecological diversity in Kerala. This includes but is not limited to Identification of the right commodity mix and farming systems, varieties most suited to specific climate and topography coupled with the most suitable agriculture technologies and extension services to support farmer needs.

There is a clear emergent need for an MIS that can track physical and financial progress and generate real-time reports. The administration is also hobbled by lack of real-time data on cropping patterns, crop yields, livestock movements, livestock health and several other areas which hampers planning, investment and service delivery.

The Govt. of Kerala has accorded sanction to Rebuild Kerala Development Program (RKDP) document to catalyze the rebuilding of Kerala as 'Nava Keralam' that addresses key drivers of floods and natural disasters, climate change risks etc. and strengthens the preparedness for future risks through a multi-sectoral approach. The GoK has notified division of Kerala into 5 agro-ecological zones vide GO(Ms) No. 66/2019/Agri based on comparable agro-climatic parameters to delineate areas suitable for particular crops or combination of crops so that optimum production potential can be achieved. Each of these zones are characterized by distinct ecological responses to the macro-climate, which are reflected in vegetation, soils and agricultural land use. The resultant 5 agro-ecological zones in Kerala are 1) Coastal Plains 2) Mid-land laterites 3) Foot-hills 4) High hills and 5) Palakkad plains. Each of these zones further have agro-ecologically congruent regions sharing similarities in vegetation characteristics, landform analysis, soil and topographic data.

For the ADFWD to successfully adopt and implement Agro-ecological zoning-based farming systems, it will be essential to undertake an informed reorganization that strengthens the department's ability to deliver high quality services to farmers. Accordingly, GoK through government order has called for developing the institutional framework for reorganization of Department of Agriculture along agro-ecological lines. The ADFWD with support from the World Bank has undertaken initial structural assessment of ADFWD to identify potential constraints in service delivery. This needs to be accompanied by a dedicated HR diagnostic to review existing HR structure, analyses workflow at all levels, assess existing capacity and skill levels and to suggest an improved HR framework for the department.

Objectives:

To undertake a comprehensive human resource diagnostics and propose a revised HR framework for the department of Agriculture Development and Farmers Welfare..

3.2 Scope of Work:

The HR diagnostic agency will work in close consultation with the ADFWD to undertake a comprehensive analysis of existing HR structure. The scope of work under the agency shall include but is not limited to;

- To undertake a comprehensive HR and institutional diagnostic study aimed at identifying structural issues and develop a reorganization framework for improved efficiency and functional integration.
- To undertake workload analysis of all staffs at all levels and develop matrix of manpower gaps if any and suggest suitable and financially feasible strategies to bridge such gaps.
- To comprehensively assess functional roles and responsibilities of DAFW staffs at all levels, identify areas of duplication or redundancy and develop an updated matrix of functional roles.

- To undertake a comprehensive analysis of techno-managerial skill set needed at each level considering AEZ based agriculture promotion, assess training gaps and propose the up skilling framework for the department
- To analyse workflows within the core departmental structure as well as ADFWD supported institutions and identify areas for streamlining job roles to reduce duplication of effort.
- To undertake needful financial analysis and develop and assessment of cost implications under the new HR framework.
- To undertake needful consultations with departmental stakeholders including Soil Survey and Soil Conservation Department at all levels to develop informed consent on the proposed HR framework for reorganization.
- To assess the efficiency and responsiveness of the controlling offices namely the Directorate at the state level and the Principal Agricultural Offices at the District level.
- To establish a performance monitoring system at all levels, with automated reporting and alerting system
- To propose a fully digitalized system for ease of governance and timely implementation of schemes.

3.3 Deliverables:

- Time bound deployment of high-quality consultants to undertake HR diagnostics as a part of proposed ADFWD reorganization
- A comprehensive HR diagnostic report along with detailed and specific recommendations to facilitate reorganization of ADFWD along agro- ecological lines, including updated job descriptions, functional roles and revised staff deployment.
- Comprehensive financial assessment report detailing cost implications if any, under the revised HR framework.
- A Comprehensive proposal for complete digitalization with MIS reports, file tracking, DBT, workload assessment, feed-back similar to Customer satisfaction rating system etc.

3.4 Team Composition:

The agency will deploy professionals, technical experts and sectoral specialists who will work closely with the ADFWD leadership and staff members to deliver the outcomes as per the timeline laid out by GoK. At least 2-3 high quality professionals will be deployed by the agency to deliver the assignment in a time-bound manner

3.5 Time limit: 4 months from the date of signing the contract.

3.6 Coverage & Methodology

- 3.6.1** The "Agency" shall plan and undertake activities to achieve the objectives outlined above. The Agency shall prepare a detailed human resource map of the department with roles, functions, workload, technical competency and essentiality to the context.
- 3.6.2** The "Agency" shall collect statistical data relevant to all sectors of agriculture, financial data on schemes, recurring costs, capital costs, administrative costs, organize visits/ surveys/ discussions/ consultations/ workshops etc., from the department / all other stakeholders engaged at grass-root level to higher functionaries/different government departments / autonomous bodies, representatives of 3 -tier Panchayat Bodies for assessment of the requirement of study. Before preparing the draft report at least 2 (two) workshop/consultations/ meetings should be organized by the Agency involving departmental officers, experts and other stakeholders.
- 3.6.3** Authority shall issue required letters authorizing the consultant to contact various government agencies to procure desired information related to the consultancy.
- 3.6.4** The Draft Report will be prepared in following stages viz

- 3.6.5** Complete data collection, consultation, interviews and Survey at the grass root level (Panchayat/ Municipal corporations) with regarding the staff pattern, Fund flow and mode of working in all offices of Kerala and nature of duties.
- 3.6.6** Proposals New models/ strategies/ deployment to streamline departmental functions .
- 3.6.7** Discussion on 1st Draft report restructuring
- 3.6.8** Preparing 2nd Draft report on the basis offeed backs and refined diagnosis
- 3.6.9** Discussion on 2nd Draft report
- 3.6.10** Presentation before the panel headed by the Director of Agriculture Development and Farmers Welfare.
- 3.6.11** Submission of Final report theproject.

3.7 OutcomeExpected:

1. Assessment of staff pattern, structure, nature of duties, volume of work, effectiveness
2. Financial implications
3. Bottle necks, problems, identification of factors affecting efficiency
4. Alternate models, solutions, restructuring.
5. MIS, Automation, Digitalization
6. Data handling
7. Financial streamlining, DBT, Timely Audit, Performance assessment
8. Economy, Performance improvement, improved monitoring, Redeployment
9. Farmer satisfaction rating system.

Section 4 Time line, Payment Schedule and Penalty.

Agency shall be responsible for the timely delivery of services as described in the Bidding Document.

4.1 Timeline

Milestone	Activities	Timeline
		(End Date)
1	Contract Signing	T
2	First round of discussion with Agency to form Project Execution Plan from the date of award of contract	T + 0.5 Months
3	Submissions of 1 st Draft of report to the Authority by the Agency	T + 1.5 Months
4	Discussion/consultation on 1st Draft with the Agency	T + 2. Months
5	Submission of 2nd Draft to the Authority by the Agency after incorporation of suggestions, views, comments expressed during the discussion etc. on 1st draft	T + 2.5 Months
6	Submission of final HR study Report.	T + 3.5 Months
7	Acceptance of final HR study Report from Authority	T + 4.0 Months

4.2 Payment Schedule

The Agency shall be remunerated for services delivered to the Authority. The payments shall be made to Agency upon successful achievement of milestones in accordance to the payment terms mentioned in Section [5.19 Payment terms](#). The milestone shall be deemed to be achieved only after successful completion of all the corresponding activities to the satisfaction of Authority. It may be noted that the payments shall not be further broken down for activities.

The payment schedule are presented in the table below.

S. No.	Activity / Milestone	Payment
1.	Contract Signing	NIL

2.	Submission of first draft report	30% (thirty percent) of the Contract amount shall be given with in 30 (thirty) days
3.	Submission of second draft report	30% (thirty percent) of the Contract amount shall be given with in 15 (fifteen) days
4.	Submission of final report to Authority	20% (twenty percent) of the Contract amount shall be given with in 15 (fifteen) days
5.	Acceptance of final report from Authority	20% (twenty percent) Balance shall be given with- in 30 (thirty) days

- **No escalation of rate will be accepted during the period of contract for any reason.**
- **Income tax and GST etc. will be deducted as per rate & norms prevailing in the State.**
- **No taxes/ Levies/duties etc. shall be added over and above the cost quoted in financial bid.**
- **Any such charges, taxes, levies etc. incidental to the study shall be at the cost of Agency.**

4.3 Penalty Clause:

The HR diagnostics and restructuring study report has to be submitted as per time schedule mentioned in the Section 4.1 of this document. Failure to do or delay in submission of the report shall attract a penalty of Rs. 500/per day which shall be deducted subject to a maximum of 5 % (Five percent) of the total agreed/contract cost. Poor quality of report or non-coverage of areas will also invite the penalty. The Committee shall be empowered to impose penalty of maximum of Rs.100,000/- (Rupees One Lakh only) on the Agency in addition to other penalties. This will be in addition to penalties or deductions mentioned in this document under the section 5.19

Section 5 : General Terms and Conditions

5.1 Contract and Interpretation

5.1.2 Definitions The following words and expressions shall have the meanings hereby assigned to them:

“Bidding Documents” refers to the collection of documents issued by the Authority to instruct and inform Bidder of the processes for bidding, selection of the winning bid, and Contract information, as well as the contractual conditions governing the relationship between the Authority and the Agency.

“Bidder’s Representative” means any person nominated by the Bidder and approved by the Authority.

“Completion” means that the submission of final HR diagnostic report and proposal for new Framework as required in the RFP

“Contract” means the contract entered into between the Authority and the Agency, and constituted by the Contract Documents.

“Contract Period” is the time period during which this Contract governs the relations and obligations of the Authority and the Agency.

“Day” means calendar day.

“Defect” means an imperfection or flaw that impairs worth or utility of the services.

“Deviation” is a departure from the requirements specified in the Bidding Document.

“Deployment Plan” is the plan of manpower being deployed by the Agency to execute the project.

“Documentation” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Authority under the Contract.

“Effective Date” means the date on which the contract/agreement has been executed and the Agency has submitted the performance security.

“ Authority” means ADFWD or its authorized representative.

“EMD/Bid Security” means the deposit made by the Bidder to the Authority/Purchaser show good faith in the Bidding Process.

“Month” means calendar month.

“Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document

“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

“Party” means the Authority or the Agency, as the context requires, and “Parties” means both of them.

“Services” means a services deliverable specified in the Schedule of Requirements which is to be delivered to the Authority by or on behalf of the Agency.

“Schedule of Requirements (SOR)” means the Schedule of Requirements Section of the Bidding Documents as amended and appended to the Contract.

“Bidder/Agency/Party/Vendor” means the party named as the Agency and includes the legal successors or permitted assigns of the Agency.

“Time for Completion” means the time within which Completion of the services as a whole is to be attained in accordance with the relevant provisions of the Contract.

5.2 Law and Language The Contract shall be governed by and interpreted in accordance with laws of India. The ruling language of the Contract shall be that stated in the English.

5.3 Time for Commencement and Completion The Agency shall commence work as per the period specified in the RFP. The Agency shall thereafter proceed with the Services in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed and Finalized Project Plan. The Agency shall attain Completion Certificate of such part as specified in the Contract, within the time stated in the RFP or within such extended time to which the Agency shall be entitled.

5.4 Survival of the Contract: The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, disputes, and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Agency of its release from those obligations.

5.5 Notice: All notices, requests or consents shall be sent to a Party hereto at its address and contact number specified in Bid Fact Sheet or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto. All such notices and communications shall be effective:
if sent by fax, when sent (on receipt of a confirmation to the correct fax number) with correct answer back,
if sent by person, when delivered with delivery receipt,
if sent by e-Mail, followed by hard copy with delivery receipt.

5.6 Currency : Payment shall be made in Indian Rupees only

5.7 Agency's Obligations The Agency's obligations shall cover all areas of the scope of work that are classified under Schedule of Requirements. It will be the Agency's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of this Bidding document and the Contract.

5.8 Staffing and Agency's team: Agency shall adhere to all the requirements for Agency's team and staffing as outlined in this Bidding Document. Agency shall ensure that the Agency's Team is competent, professional and possesses the requisite qualifications and relevant experience to the task they are required to perform under this Contract. Agency shall ensure that the Services are performed through the efforts of the Agency's Team, in accordance with the terms hereof and to the satisfaction of the Authority. Nothing in this Contract relieves the Agency from its liabilities or obligations under this Contract to provide the Services in accordance with the Authority directions and requirements and as stated in this Bidding Document to the extent accepted by the Authority and the Agency shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

5.9 Assistance to Stakeholders: Agency shall work closely with all key stakeholders including but not limited to ADFWD, Line Departments, and other agencies and entities as may be appointed by ADFWD from time to time for delivery of services.

5.10 Transition: At the time of termination or expiry of the Agency's contract, Agency shall be responsible for transition to any other agency appointed by ADFWD. The scope of activities for transition, at a minimum, shall be as outlined in the Contract.

5.11 Agency's representative: The Agency's Representative/Project Coordinator (s) shall have all powers required for the execution of scope of work and performance of services under this contract. The Agency's Representative(s) shall liaise with the Authority Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He/she will extend full co-operation to Authority representative in the manner required by them for supervision/inspection/observation of the equipment/goods/material, procedures, performance, progress, reports and records pertaining to the works. He/she shall also have complete charge of the Agency's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice.

5.12 Reporting Progress: Agency shall monitor progress of all the activities related to the execution of this contract and shall submit to the Authority at no extra cost, progress reports with reference to all related work, milestones and their progress during the execution phase on a bi-weekly basis. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized at the initial meeting. The Authority on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports. Periodic meetings shall be held between the representatives of the Authority and the Agency once in every 15 days during the progress of the study.

5.13A Project Committee comprising of representatives of the Authority and senior officials of the Agency shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Authority later, to oversee the progress of the project. Agency shall report to the Steering Committee constituted by ADFWD.

5.14 Progress Monitoring All the goods, services and manpower to be provided / deployed by the Agency under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Authority representative in accordance with the Bidding Document. The Authority reserves the right to inspect and monitor/assess the progress/performance of the work / services at any time during the course of the Contract. The Authority may demand and upon such demand being made, the Agency shall provide documents, data, material etc, to enable it to assess the progress/performance of the work /service. At any time during the course of the Contract, the Authority shall also have the right to conduct, either itself or through another agency as it may deem fit, audit to monitor the performance by the Agency of its obligations/functions in accordance with the standards committed to or required by the Authority and the Agency undertakes to cooperate with and provide to the Authority all Documents and other details as may be required by them for this purpose. Such audit shall not include Agency's books of accounts.

5.15 Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Bidding Document requirements/standards, Authority representative may so notify the Agency in writing. The

Agency shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Bidding Document requirements. The Agency shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority that the actual progress of work does not conform to the approved programme the Agency shall produce at the request of the Authority representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements. In case during execution of works, the progress falls behind schedule or does not meet the Bidding Document requirements, Agency shall deploy extra manpower/ resources to make up the progress or to meet the Bidding Document requirements. Programme for deployment of extra man power/ resources will be submitted to the Authority for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Agency within the contract value.

5.16 Programme of Work

Within 15 business days after the release of Authority Order under this Contract or prior to initial meeting whichever is earlier, the Agency shall submit to the Authority for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the RFP and shall, whenever reasonably required by the Authority Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Agency shall conform to the requirements and timelines specified in the Contract. The Authority and the Agency shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Agency intends to deploy and shall be clearly specified. Approval by the Authority's Representative of a programme shall not relieve the Agency of any of his duties or responsibilities under the Contract.

5.17 Agency's Organization The Agency shall supply to the Authority for its approval, within 15 business days after the release of work Order under this Contract or prior to the initial meeting whichever is earlier, an organization chart showing the proposed organization/ manpower to be established by the Agency for execution of the work including the identities and Curriculum-Vitae of the additional personnel to be deployed apart from key personnel. The Agency should to the best of their efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed at the Authority Locations. If the same is however unavoidable, due to circumstances such as the death of resource, Agency shall promptly inform the Authority in writing and the same shall require subsequent approval by the Authority. In case of replacement of any manpower resource, the Agency shall provide an equally or better qualified personnel as a replacement and with qualification and experience acceptable to the Authority. The Agency should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand- holding period and training for the incoming resource in order to maintain the continued level of service. The Agency shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.

5.18 Authority Obligation. The Authority shall appoint a nodal officer/ board for monitoring the implementation of the project and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Agency. The Authority shall ensure that timely approval is provided to the Agency as and when required, which may include approval of project plans, implementation methodology, design documents, or any other document necessary in fulfillment of this contract. The Authority's Representative shall interface with the Agency, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Authority shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Authority is proper and necessary. Authority may provide on Agency's request, particulars/information/ or documentation that may be required by the

Agency for proper planning and execution of work and for providing services covered under this contract. Authority shall identify stakeholders and ensure their availability in terms of their time, personnel and access to the facilities for carrying out periodic audits and assessments. In case of incident/fraud, Authority shall facilitate interactions with the law enforcement agencies, media and appropriate Government agencies.

5.19 Terms of Payment

5.19.1 The Agency's request for payment shall be made to the Authority in writing, accompanied by an invoice describing, as appropriate,

- (a) the Services provided;
- (b) when the Services supplied are accepted; and
- (c) All taxes, duties and other charges of the products and services have been duly paid by the Agency.

5.19.2 Payments shall be made promptly by the Authority within Thirty (30) days after submission of a valid invoice by the Agency.

5.19.3 All payments agreed to be made by Authority to the Agency in accordance with the Bid shall be inclusive of all, statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Authority shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.

5.19.4 No invoice for extra work/ change order on account of change order will be submitted by the Agency unless the said extra work / change order has been authorized/ approved by the Authority in writing.

5.19.5 In the event of Authority noticing at any time that any amount has been disbursed wrongly to the Agency or any other amount is due from the Agency to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying the Agency or deduct such amount from any payment falling due to the Agency. The details of such recovery, if any, will be intimated to the Agency. The Agency shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Authority or the Agency.

5.19.6 The payment shall be made to the Agency after deduction of all applicable penalties, taxes, etc.

5.19.7 All payments to the Agency shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, the Agency is liable, the same shall be deducted by Purchaser from any dues to the Agency. All payments to the Agency shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to the Agency on chargeable basis.

5.20 Performance Assessment: If during execution of the work, following problems are to be found, no further payment shall be done by the Authority and shall proceed with recovery of advance already paid in accordance with the contract.

- a. Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
- b. Delays in deliverables.

- c. Not assigning adequate resources intime.
- d. Not engaging resources on a dedicated basis, even whenrequired.
 - e. Assigning resources that do not meet the client'srequirements.
 - f. Inadequate interaction with the clientdepartment and non-submission of progress reports.
 - g. The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality ofdeliverable.

If the delay in completion of the study is beyond 8 weeks then the Authority may rescind the contract and shall be free to get it done from other Agency at the risk and cost of theappointedAgency.Authoritymay take action to debartheAgencyforapplyinginits future engagement also.

5.21 Performance Security

Issuance ofSecurities

5.21.1 The Agency shall provide the securities specified below in favor of the Authority at the times, and in the amount, manner and form specified below.

PerformanceSecurity

5.21.2 The Agency shall, within fifteen (15) days of the issuance of work Order, provide a security for the due performance of the Contract as per the Bid Fact Sheet.

5.21.3 The performance security shall be valid for a period of 3 months beyond the expiry of the contract or any extended period.

5.22 Taxes and Duties For Services supplied from outside the Authority country, the Agency shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies, payable in the Authority'scountry.

5.23 ForServicessuppliedlocally,theAgencyshallbeentirelyresponsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Authority.

5.24 Intellectual Property Rights(IPR)

5.24.1 IPR Any / all Intellectual Property Rights owned by the Agency prior to the execution date and/ or applied for prior to the execution date ("herein after referred to as "pre-existing IPR") shall strictly vest with the Agency as the case maybe and the Authority shall have no right whatsoever on such Intellectual PropertyRights.

5.24.2 Any / all Intellectual Property owned by the Authority prior to the execution date and/ or any Intellectual Property Right applied for prior to the execution date ("herein after referred to as "pre-existing IP") shall strictly vest with the Authority and the Agency shall have no right whatsoever on such IntellectualProperty.

5.24.2 After the execution date the Authority shall exclusively own/ have rights/ title and have right in perpetuity to use all Intellectual Property that are newly created (including customizations) and developed by the Agency during execution of this Contract and/ or for the exclusive use of the Authority or primarily in connection with the Authority 'sAssets;

5.24.3 The Agency shall grant non-exclusive, non-transferable, irrevocable licenses, to the Authority, for its project at Authority locations, to use their pre-existing IPRs and any foreground IPRs developed by them after the execution date, but not restricted to the term of this Contract.

5.24.4 If Authority desires, the Agency shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Agency, the same shall be acquired in the name of the Authority, prior to termination of this Contract and which may be assigned by the Authority to the Agency for the purpose of execution of any of its obligations under the terms of this Contract

5.24.5 Agency shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ third party and SI shall keep the Authority indemnified against all costs, expenses and liabilities.

5.25 Indemnity

5.25.1 Indemnity The Agency undertakes to indemnify the Authority from and against any liability, cost, loss, or expense of any kind whatsoever;

5.25.2 hold the Authority harmless and save it from any liability, cost, loss, or expense of any kind whatsoever; and

5.25.3 defend any suit or proceeding against the Authority, arising out of or based on any claim, demand, or action arising out of any claims whatsoever and including but not restricted to claims under torts, infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India or any State, breach of any licenses owned by the Agency (including licenses for which the Authority has signed the license agreements, but of which the Agency is the owner), alleged to have occurred because of any product, good, service, data, or Confidential Information provided or work performed by the indemnitor.

5.25.4 The Agency shall pay any/ all costs/ damages/ or awards of settlement, including court costs (including any/ all attorney fees, Court fee), arising out of any claim, demand, or action, provided that the conditions as laid down in Clause 6.5 hereinabove are satisfied. The Agency will indemnify if the claim of infringement/ breach of terms/ misuse is caused by:

- a. The Agency's misuse or modification of the Goods and Services;
- b. Any negligence or wrongful act or omission by the Agency or the Agency's Team or any of their employees or servants or agents in connection with or incidental thereto; or
- c. payment of all registration and renewal fees) required to maintain any Intellectual Property Right/ General Public License/ Open Source License etc. in full force and effect.

5.25.5 Undertaking in view of Indemnification Intellectual Property Right - In the event that the Agency or any of their employees or servants or agents, are held in such a suit or proceeding for infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India alleged to have occurred because of any product, good, service or data, then the Agency shall, at its sole expense:

- a. Procure for the Authority the right to continue using such product, Good, service or data or information or portion thereof;
- b. Replace the same with non-infringing product, Good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or

- c. Modify the product, Good, service or data or information such that it no longer infringes the third-Party intellectual property right within the State of India or any State.

5.25.6 The Authority's Infringement Responsibilities: To receive the foregoing indemnity, the Purchaser must notify the Agency in writing of a claim/ suit or any other proceedings promptly and provide all reasonable cooperation (at the Company's expense) and full authority to defend and settle the claim/ suit or any other proceedings. The Authority's shall not have any obligation to indemnify the Agency under any settlement made without Purchaser's consent.

5.26 Confidentiality

5.26.1 Confidential Information All information (whether written/ tangible or oral/ Intangible) furnished by the Authority or any third party to the Agency or Agency's Representatives/ employees/ agents, in connection with this Contract, and all analyses, compilations, studies or other information documents or materials prepared by Agency or Agency's Representatives/ employees/ agents etc., in relation to information obtained by the Agency in connection to and under the purview of this Contract shall be considered Confidential Information. All information disclosed in writing or email or other tangible electronic storage medium, shall be clearly marked "Confidential" by the Authority .

5.26.2 The agency shall keep the information confidential and will not without the prior written consent of the Authority, disclose any information to any person (including, without limitation, any member of the media, or any other individual, corporation, partnership, limited liability company, Government agency, or group) in any manner whatsoever and will not use any information other than for the purpose contained within the contract terms. The Agency shall be responsible for any breach of confidentiality by any of its employees/ agents/ representatives.

5.27 Default

5.27.1 Event of Default by the Agency The failure on the part of the Agency to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Agency. The events of default as mentioned above may include but not restricted to inter-alia the following: performance of services under this Contract. The above mentioned failure on the part of the Agency may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority; and / or the Agency has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Authority from time to time, despite being served with a default notice which laid down the specific deviance on the part of the Agency Team to comply with any stipulations or standards as laid down by the Authority; and / or the Agency's Team has failed to adhere to any amended directions, instructions, modifications, notifications or clarifications as issued by the Authority during the term of this Contract and which the Authority deems proper and necessary for the execution of the scope of work under this Contract; and / or the Agency's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Bidding Document and this Contract; and / or there is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency; and / or the Agency's Team has failed to comply with or is in breach or contravention of any applicable laws; and / or the Agency's Team has failed to comply with or adhere to any of the terms & conditions of this contract.

5.27.2 Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to the Agency, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

5.27.3 Where despite the issuance of a default notice to the Agency' by the Authority the Agency' fails to remedy the default to the satisfaction of the Authority, the Authority may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Authority.

5.27.4 Consequence of Event of Default Where an Event of Default subsists or remains uncured the Authority shall be entitled to:

- a) Impose any such obligations and conditions and / or issue any directions / notifications / clarifications as may be necessary to inter alia ensure smooth continuation of the project and the services which the Agency shall be obliged to comply with that may include re-determination of the consideration payable to the Agency as agreed mutually by Authority and Agency or through a third party acceptable to both parties. The Agency shall in addition take all available steps to minimize loss resulting from such event of default.
- b) Suspend all payments to the Agency under the Contract by a written notice of suspension to the Agency, provided that such notice of suspension:
 - a. Shall specify the nature of the failure; and
 - b. Shall request the Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Agency.
- c) Failure on the part of the Agency to continue, shall amount to a breach of the terms hereof and the Authority in addition to all other rights, have the right to claim damages and recover from the Agency all losses/ or other damages that may have resulted from such failure.
- d) In such case the Authority shall retain the rights to terminate the contract in part or in full and shall give 30 days notice to the Agency of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Agency initiates remedial action acceptable to the Authority.
- e) Retain such amounts from the payment due and payable by the Authority to the Agency as may be required to offset any losses caused to the Authority as a result of such event of default and the Agency shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority in this regard. Nothing herein shall effect the continued obligation of the Agency and Invoke the Performance Security and other Guarantees furnished hereunder, enforce the Indemnity, recover such other costs/losses and other amounts from the Agency as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Authority under law.

5.27.5 Require the Agency to make all such payments as may be incurred/ losses borne by the Authority in getting such work done through any third party as a result of any default on the part of the Agency. Agency agrees to compensate the Authority for all such costs incurred by the Authority in this regard.

5.28 Termination The Authority may, terminate this Contract in whole or in part by giving the Agency a prior and written notice of 60 days indicating its intention to terminate the Contract under the following circumstances

5.28.1 Where the Authority is of the opinion that there has been such Event of Default on the part of the Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under its Bid, the Bidding Document or under this Contract.

5.28.2 Where it comes to the Authority 's attention that the Agency (or the Agency's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of the Agency 's Bid, the Bidding Document or this Contract.

5.28.3 Where the Agency ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Agency, any failure by the Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Agency or the happening of any such events that are adverse to the commercial viability of the Agency. In the event of the happening of any events of the above nature, the Authority shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency.

5.28.4 Termination for Insolvency: The Authority may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority.

5.28.5 Termination for convenience: The Authority, may by a written notice sent to the Agency, terminate the contract, in whole or in part at any time for its convenience. The notice for such termination may specify that the termination is for the Authority 's convenience, the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

5.58.6 The Agency may, subject to approval by the Authority, terminate this Contract before the expiry of the term by giving the Authority a prior and written notice at least 60 days in advance indicating its intention to terminate the Contract.

Section 6: BiddingForms

6.1 Format for submission of Queries

[ON BIDDERS LETTERHEAD]

Date: DD/MM/YYYY

To,
The Director,
Directorate, Agriculture Development & Farmers' Welfare,
VikasBhavan,Thiruvananthapuram
Kerala. 695 033

Sub: Submission of Clarification of Clarifications by <<firm name>>

Ref: <<RFP Title>> (BiddingDocumentNo:_____Dated:___//___)

Dear Sir,

We have gone through the bid document and have the following queries. Request you to kindly address the same. We seek your clarification on the queries mentioned below.

#	Clause No inRFP	Page Number	ExistingClause	Query/Remarks

Date:

Signature ofAuthorized

Representative:

Name of Bidder:

Full Address:

Telephone No.:

6.2 Annexure I Format for Particulars of the Bidder

Details of the Bidder		
A.	Name of the Bidder	
B.	Address of the Bidder	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private)	
F.	Name & Designation of the Authorized person to whom all references shall be made regarding this Bidding Document with Mobile Phone Number.	
G.	Telephone No. (with STD Code)	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
J.	Website:	
K.	Financial Detail (Organization's turnover of last three financial years)	
L.	Service Tax Number:	
M.	PAN:	
N.	EMD Details	UTR No

Date:
 Signature of Authorized
 Representative Name of Bidder: Full Address:
 Telephone No

6.3 Annexure-II

Bid Covering Letter

From

To

The Director ,
Agriculture Development & Farmers' Welfare,
VikasBhavan,
Thiruvananthapuram. Pin 695033
Phone: 0471-2304480, e mail: ddplgdir@gmail.com

Sir,

Sub: Bid Form for Study on a Comprehensive Human resource Diagnostics and to propose a revised HR framework for the Department of Agriculture Development & Farmers Welfare as a part of projects implemented during the year 2019-20 under RKI-reg.

Ref: LrNo TP(5)48160/19, Dated-25/5/2020

1. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I /we, undersigned, offer to conduct Study on a Comprehensive Human resource Diagnostic and propose a revised HR framework for the Department of Agriculture Development & Farmers Welfare as per tender specifications referred above and also to the said terms conditions of contract for the sum shown in the commercial bid(s) attached herewith and made part of this bid.
2. I/We undertake, if our Bid is accepted, to complete the study specified in the contract **within 4 months** calculated from the date of agreement
3. I/We agree to abide by this Bid up to 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 the lowest or any bid, you may receive.
5. I/We affirm that I/We have enclosed the acceptance of all terms and conditions and also all brochures detailing the specification of the study quoted by me/us.
6. The tender document for the **Study on a Comprehensive Human resource Diagnostic and propose a revised HR framework** under the Rebuild Kerala Initiative programme mentioned above have been obtained by me from the URL: <https://etenders.kerala.gov.in> , the official website of Govt of Kerala and I/we hereby certify that I /we have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I/we shall abide by the conditions /clauses contained therein.
7. My/Our GST/TIN/TAN/PAN Numbers are as follows:

Dated thisday of..... 2020

Signature of

In capacity of

Duly authorised to sign the bid for and on behalf of -----

Witness 1. Signature

Witness 2. Signature

Articles of agreement executed onday ofTwo thousand nineteen BETWEEN THE AGRICULTURE DEVELOPMENT & FARMERS' WELFARE DEPARTMENT, represented by Director of Agriculture, Directorate of Agriculture development & Farmers Welfare, Thiruvananthapuram-695033 (hereinafter referred to as Department) of the one part and Sri.....(Name and address of the bidder) (hereinafter referred to as "the bounden"] of the other part WHEREAS in response to the Notification No.....dated the bounden has submitted to the Department a tender for Study on a Comprehensive Human resource Diagnostic and propose a revised HR framework under the Rebuild Kerala Initiative programme in the Department of Agriculture Development & Farmers' Welfare implemented during the year 2019-20 subject to the terms, conditions contained in the said tender.

WHEREAS the bounden has also deposited with the e-tender of the Department a sum of Rs..... as Earnest Money Deposit for execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the Department.

NOWTHESE PRESENT WITNESSES AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:-

- 1) In case the tender submitted by the bounden is accepted by the Department and the contract for the Study on a Comprehensive Human resource Diagnostic and propose a revised HR framework under the Rebuild Kerala Initiative programme is awarded to the bounden, the bounden shall execute an agreement with the Department incorporating all the terms and conditions under which the company accepts his tender.
- 2) In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Department shall have power and authority to recover from the bounden any loss or damage caused to the Department by such breach as may be determined by the Department by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
- 3) All sums found due to the Department under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable as decided by the Department.
- 4) It is aware that the bidder should ensure the quality of the items supplied with Certificate.
- 5) In Witness whereof Sri.....,(Name and designation) for and behalf of the Agriculture Development & Farmers' Welfare Department, by Sri. the bounden have here under set their hands the day and year shown against their respective signatures.

Signed by Sri. Date:

In the presence of Witnesses

1.
2.

Signed by Sri. Date:

In the presence of Witnesses

1.
2.

6.5 Annexure - IV

(To be submitted in Letter Head)

Bidder Self Introduction Letter

Dated:

To

The Director
Agriculture Development & Farmers' Welfare,
VikasBhavan
Thiruvananthapuram. Pin 695033
Phone: 0471-2304480,
E mail: ddplgdir@gmail.com

Sir,

Ref :Tender No: dated.....

With reference to the above tender, we are hereby submitting our offer for the Study on a Comprehensive Human resource Diagnostic and propose a revised HR framework in Kerala under the Rebuild Kerala Initiative programme in the Department of Agriculture Development & Farmers Welfare implemented during the year 2019-20. Our address for communication (with Telephone, Fax No, E-mail id) on which purchase Order is to be placed is given below:

(We, undersigned, offer to conduct a **Comprehensive Human resource Diagnostic and propose a revised HR framework for ADFWD in Kerala under the Rebuild Kerala Initiative** programme during the year 2019-20 conformity with tender specifications referred above and also to the said terms & conditions of contract for the sum shown in the commercial bid attached herewith and made part of this bid)

- 1) We undertake, if our Bid is accepted, to complete the study specified in the Contract within 3 months from the date of agreement
- 2) We agree to abide by this Bid conditions up to and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 3) We understand that you are not bound to accept the lowest or any bid, you may receive.
- 4) We affirm that we have enclosed the acceptance of all the terms and conditions and also all brochures detailing the technical specifications of the items quoted by us.

Signature with Seal

6.6 Annexure V Formats for Checklist of Technical proposal

Sl. No.	Items	Submission Status (Yes /No)	Documentary Proof (Page No.)
1.	Bidder must be incorporated or registered in India under the Indian Companies Act, 1956 (including Section – 25 of the Act) or Limited Liability Partnerships (registered under LLP Act, 2008) Society/Firm registered in India since more than five years as on 31.03.2019.		
2.	The bidder should have minimum average annual turnover of INR 1,00,00,000 or more for the atleast three Financial Years during 1/4/2015 to 31/3/2020		
3.	The bidder should have positive net worth for the last three Financial Years (FY 2017-18, 2018-19,2019-20)		
4.	The Bidder should have experience in comprehensive HR diagnostics and restructuring in State Government/Central Government/ Public sector undertakings in India during the last 5 financial years (FY 2015-16 to 2019-20). Total value of the orders of preparing of these assignment should be at least INR 25,00,000.		

5	<p>The Bidder in India should have atleast 4 minimum resources in each of the following skill set with relevant year of experience. All resource should be permanent/part time employee of Bidder.</p> <p>The Bidder in India should have at least 4 minimum resources in each of the following skill set with relevant year of experience. All resource should be permanent/part time employee of Bidder.</p> <ul style="list-style-type: none"> a. Agriculture sciences (Minimum MSc Agriculture with 5 + years offield experience in Agriculture related projects) b. HR Management <ul style="list-style-type: none"> i. MBA (HR) with 3+ years of experience in Corporate/Public sector undertaking) c. HR Diagnostics <ul style="list-style-type: none"> i. MBA (HR) with 3+ years of experience in Corporate/Public sector undertaking) d. Finance Management <ul style="list-style-type: none"> CA / MBA (Finance) with 3 + years experience in Government/ Corporate business) 		
6	<p>The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices as on date of submission of bid and also not blacklisted or under litigation by any State/Central/UTs Government at the time of bidding.</p>		
7	<p>The Bidder should have a point of presence in Kerala.</p> <p>or should open a Project Office within 30 days of receipt of Letter of Intent (LoI).</p>		
8	<p>The bidder (Prime) should be registered with GST and Income Tax and should have valid TIN and TAN/PAN numbers.</p>		

6.7 Annexure VI Format for relevant experience

Summary Table for Project Experience

Sl. No.	Name of Project	Year of Project	Page Number
1.			
2.			
3.			
4.			
5.			

Detailed Project Experience *(please provide separate table for each project)*

Project Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Start date	
Completion date	
Duration of the project	
Other Relevant Information (if any)	

Supporting Documents enclosed (√):

Work Order received from Client/ Copy of Contract signed between Implementation Partner and client

Scope of Work highlighted(Y/N)

Period of Contract Highlighted(Y/N) Other

(if any)

6.8 Annexure VII Details of Resources

Summary of Resources

Sl. No.	Proposed Position	Name of Resource	Qualification	Certification	Total Experience	Relevant Experience	Page Number
1.							
2.							
3.							
4.							
5.							
6.							

Detailed Resume of Resources (please provide separately for each resource)

1.	Proposed Profile	
2.	Name of staff:	
3.	Date of birth:	
4.	Nationality:	
5.	Qualification	
6.	Membership of professional associations:	
7.	Certification:	
8.	Languages:	

		Position held
10.	Total Experience	
11.	Total Experience in this profile	
12.	Work undertaken that best illustrates capability to handle the tasks assigned:	
	Name of Assignment / Job or Project:	
	Year :	
	Location:	
	Purchaser:	
	Main project features:	
	Position Held:	
	Activities performed	

6.9Annexure VIIIFormat for Statement Of No Deviation from the bidding document

[ON BIDDERS LETTERHEAD]

To,
The Director,
Directorate Agriculture Development & Farmers' Welfare, VikasBhavan,Thiruvananthapuram
Kerala 695 033

Date: DD/MM/YYYY

Sub: Undertaking of no deviation from RFP terms and condition

Ref: <<RFP Title>> Bidding Document No: Dated: / /)

Sir,

This is to confirm that the proposal submitted by <<bidder name>>, is in complete agreement with the RFP and the corrigendum(s) issued thereof and there is no deviation what so ever.

Date: Signature of Authorized
Representative :

Name of Bidder: Full Address:
TelephoneNo.:

6.10 Annexure IXSELF-DECLARATION {to be filled by the bidder}

To,
The Director, Directorate of Agriculture Development & Farmers' Welfare,
VikasBhavan,Thiruvananthapuram
Kerala 695 033

In response to the Ref. No. dated for

{Project Title}, as an Owner/ Partner/Director/ Auth. Sign.of

, I/ We hereby declare that presently our Company/ firm , at the time of bidding,:-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not being blacklisted or declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years.
- e) does not have any debarment by any other procuring entity.
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoMP, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: - Authorized Signatory: - Seal of the Organization

Date: Place: Email: Mobile no.

6.11 Annexure X Format for Power of Attorney

(To be provided in original as part of **Technical Proposal** on stamp paper of value required under law duly signed by 'bidder' for the tender)

Dated:

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for “ **Conducting a Comprehensive Human resource Diagnostic and propose a revised HR framework for the Department of Agriculture Development and farmers Welfare as a part of Projects in Kerala 2019-20 under Rebuild Kerala initiative**, issued by The Director, Agriculture Development & farmers's Welfare, Thiruvananthapuram, Kerala including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by ADFWD (Agriculture Development & Farmers' Welfare) or any governmental authority, representing us in all matters before ADFWD, and generally dealing with ADFWD in all matters in connection with our Proposal for the said Project.

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

For-----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr) _____

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Bidder



Government of Kerala
Agriculture Development & Farmers Welfare Department
Directorate of Agriculture Development & Farmers Welfare
Vikasbhavan, Thiruvananthapuram – 695033
Phone: 0471- 2304480,
Email: ddplgdir@gmail.com

ADFW/ 48 /2020/TP5

Dated.25/5/2020

Notice inviting e- tender for the Conducting a “Comprehensive Human resource Diagnostic and propose a revised HR framework” in department of Agriculture Development & farmers’ Welfare, Kerala

Sealed bid are invited in two (pre-qualification/ technical and financial bids) bid system from competent qualified firms/ experts/ technical institution for selection of agency for the Study on a Comprehensive Human resource Diagnostic and propose a revised HR framework under the Rebuild Kerala Initiative programme under the Department of Agriculture Development & Farmers Welfare implemented during the year 2019-20 . The tender is to be submitted as e-tenders through <https://etenders.kerala.gov.in>. Since this is an e-tender, only those bidders who have enrolled in the above portal with their own digital signature certificate (DSC) can participate in the tender. E-Tender document and other details can be obtained from the above e-portal. The bidder should be able to bid and execute the study in a fast and transparent manner.

Tender No.	: 01ADFW-TP5
Etender publishing date	: 25/05/2020, 13.00 hrs
Bid Submission start date	: 25/5/2020, 13.00 hrs
Last date & time of submission of e-Tender	: 23/06/2020, 15.00 hrs
Date & Time of opening of e-Tender	: 26/06/2020, 15.00 hrs
Cost of e-Tender (online submission)	: Rs 1000 + 18% GST=Rs.1180/-
Date up to which the rates are to remain firm for acceptance	: 160 days
E.M.D.	: Rs10000 through online payment
Security Deposit	: 5% of total contract amount inclusive of E.M.D. is to be furnished on receipt of supply orders.
Period of Study	: Within Four months from date of agreement

The bidder desiring to take part in the bid shall log into <https://etenders.kerala.gov.in/> and then select tender and start the bidding process. Payment can be made through the SBI MOPS system.

For obtaining **digital signature certificate** (DSC) and necessary portal enrolment bidders can visit the website <https://etenders.kerala.gov.in/>

Tenders will be opened in the on line presence of such bidders or their authorized representatives who have logged in at the prescribed time of opening bids. If the date fixed for opening happens to be a holiday/ due to net failure the tenders will be opened in the next working day, at the same time.

The price of the e-tender & EMD form shall be received only through online payment .

Scanned copy of the agreement in the prescribed format in Kerala Stamp paper worth **Rs. 200/-** should be submitted online and original to the undersigned before the opening of the e-tender.

The cost should be quoted in Indian currency only.

Details with respect to the e-tender and the details of specifications of the item to be purchased can be obtained from the e-tender website **<https://etenders.kerala.gov.in>**

The committee headed by Additional Director of Agriculture(Planning) at theADFWD will scrutinize the tenders received and will recommend suitably. The decision of the Committee will be final for the award of the contract.

The right of acceptance or rejection of e-tender without assigning any reason is solemnly vested with committee

The rules and regulations prescribed for e-tenders by the Government of Kerala shall be applicable to this e-tender also.

Any legal disputes that may arise in relation to the e-tender formalities will be restricted to the jurisdiction of Thiruvananthapuram District. Communications to be addressed to:

The Director

Agriculture Development & Farmers' Welfare,
VikasBhavan
Thiruvananthapuram. Pin 695033
Phone: 0471-2304480,
E mail: ddplgdir@gmail.com

Sd/-

Director
DeptAgriculture Development & Farmers' Welfare,



Government of Kerala
Agriculture Development & Farmers Welfare Department
Directorate of Agriculture Development & Farmers Welfare
Vikasbhavan, Thiruvananthapuram – 695033
Phone: 0471- 2304480,
Email: ddplgdir@gmail.com

e-TENDER DOCUMENT

For the Conducting a Comprehensive Human Resource Diagnostics and Propose a Revised HR Framework for the Department of Agriculture Development & Farmers' Welfare in Kerala as a part of the projects under Rebuild Kerala Initiative during 2019-20

Agriculture Development & Farmers Welfare Department, Government of Kerala invites online e-tender bids in two cover system from competent qualified firms/ experts/ technical institution (hereinafter referred to as "Bidder" till the award of Contract and thereafter on award of contract, referred to as "qualified firms/ experts/ technical institution Bidder") for the Study on a Comprehensive Human resource Diagnostic and propose a revised HR framework under the Rebuild Kerala Initiative programme under the Department of Agriculture Development & Farmers Welfare implemented during the year 2019-20. The successful Bidder shall be finalized based on competitive bidding process. The bidders are advised to study the e-tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The bidder should be able to bid and execute the study in a fast and transparent manner. The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

Tender No.	: 01ADFW-TP5
Etender publishing date	: 25/05/2020, 13.00 hrs
Bid Submission start date	: 25/5/2020, 13.00 hrs
Last date & time of submission of e-Tender	: 23/06/2020, 15.00 hrs
Date & Time of opening of e-Tender	: 26/06/2020, 15.00 hrs
Cost of e-Tender (online submission)	: Rs 1000 + 18% GST=Rs.1180/-
Date up to which the rates are to remain firm for acceptance	: Not Applicable
E.M.D.	: Rs10000 through online payment
Security Deposit	: 5% of total contract amount inclusive of E.M.D. is to be furnished on receipt of supply orders.
Period of Study	: Within Four months from date of agreement
The cost of e-tender and EMD should be paid only through online payment – SBI MOPS in the website https://etenders.kerala.gov.in .	

Covers

Tender submission is in two cover system and the contents to be included under 2 cover system are as follows

Cover 1. Technical Bid:

(Scanned copy in pdf format of all documents in cover-1 should be uploaded online and originals should be submitted directly to this office before the date of opening of the technical bid)

The e-tenders submitted by the bidder should contain, Annexures I to X duly filled and authenticated, Signed copy of e Tender Document, Detailed CV along with brochures of the agency, Documentary evidence to prove current BIS/ISI /ISO Certification if any (such as attested Copies of the documents), Documents to prove EMD exemption if eligible and Evidence of study undertaken for national and international institutes. The quoted criteria of the agency should be available in the company's website.

Cover 2. Financial Bid

Submit the BOQ in excel format provided under the work item documents in the website <https://etenders.kerala.gov.in>.
[Financial bid sent through any other method will not be accepted]

Scope of Work:

The HR diagnostic agency will work in close consultation with the ADFWD to undertake a comprehensive analysis of existing HR structure. The scope of work under the agency shall include but is not limited to;

- To undertake a comprehensive HR and institutional diagnostic study aimed at identifying structural issues and develop a reorganization framework for improved efficiency and functional integration.
- To undertake workload analysis of all staffs at all levels and develop matrix of manpower gaps if any and suggest suitable and financially feasible strategies to bridge such gaps.
- To comprehensively assess functional roles and responsibilities of DAFW staffs at all levels, identify areas of duplication or redundancy and develop an updated matrix of functional roles.
- To undertake a comprehensive analysis of techno-managerial skill set needed at each level considering AEZ based agriculture promotion, assess training gaps and propose the up skilling framework for the department
- To analyse workflows within the core departmental structure as well as ADFWD supported institutions and identify areas for streamlining job roles to reduce duplication of effort.
- To undertake needful financial analysis and develop and assessment of cost implications under the new HR framework.
- To undertake needful consultations with departmental stakeholders including Soil Survey and Soil Conservation Department at all levels to develop informed consent on the proposed HR framework for reorganization.
- To assess the efficiency and responsiveness of the controlling offices namely the Directorate at the state level and the Principal Agricultural Offices at the District level.
- To establish a performance monitoring system at all levels, with automated reporting and alerting system
- To propose a fully digitalized system for ease of governance and timely implementation of schemes.

General Instructions

1. All the documents in cover 1 shall be prepared and uploaded in pdf formats
2. The BOQ file published in the web site <https://etenders.kerala.gov.in> pertaining to this tender shall be filled appropriately without any change to file name or formats. The quoted rate should include all taxes, including other unforeseen charges. Price documents submitted through any other mode will not be accepted.
3. Tenders in prescribed forms should be submitted through <https://etenders.kerala.gov.in> the e-tender web site of the Government of Kerala before due date. Bid submission may be done well in advance of the deadline for bid submission to avoid internet connectivity or server downtime issues that may arise at the last moment.
4. Hard copies of the tender documents should be submitted to the authority before the opening time fixed for technical bid.
5. The Director of Agriculture has all rights to cancel the study even after the tender process or at the time of executing agreement.

6. Prospective bidders are free to contact the Deputy Director of Agriculture (Planning) at the Office of the Directorate of Agriculture Development on the Mobile No .**9383470018** during office hours to obtain clarification if any.
7. The undersigned is at liberty to test and satisfy the quality and satisfactory working of the study conducted at all stages of the execution of the work.
6. The Bidder or his agent should be present at the time of final submission of the report in 30 copies at Directorate of Agriculture
7. On completion of the study, a work completion certificate along with the request in triplicate should be submitted along with the bank account details for effecting payment.
8. In case of any disputes the decisions of the Arbitrator fixed shall be final.
9. Violation of any rules/special conditions /directions of work order by the agency will lead to rejection of his bid.
11. The undersigned is not bound to accept the lowest tender quoted.
12. All terms and conditions governing tenders for services by the Government of Kerala will apply to this case also.

General Conditions of e-tender

A). Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: etendershelp@kerala.gov.in for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

C). Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees and Earnest Money Deposit should be online.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

D). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Accepted the terms and Conditions of this tender

Place :
Date :
Name:

Signature:

Authorised Signatory of the tender submitting firm along with office and designation seals