

Reference No. QCI/PPID/1121/077

**Request for Proposal
For Engagement of
Human Resource Advisory Firm(s) for
Open Network for Digital Commerce (ONDC)**



Quality Council of India (QCI)
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Table of Contents

Tender Notice	3
Tender Summary	4
1. INTRODUCTION:	5
2. SCOPE OF WORK AND DELIVERABLES	8
3. DETAILED RESOURCE REQUIREMENT	10
4. PRE-QUALIFICATION CRITERIA	11
5. METHOD OF SELECTION	13
6. EVALUATION CRITERIA	14
7. GENERAL TERMS AND CONDITIONS	15
8. SUBMISSION OF PROPOSAL	22
Form A: Application Letter	24
Form B: Relevant Project Experience	26
Form C: Details of responding organization	26
Form D: Format for Bid Security Declaration	28
Form E: Format for Non-Blacklisting Undertaking	29
Form F: Annexure for Employee Details	30
FORMAT FOR BANK GUARANTEE	31

Tender Notice

1. Quality Council of India (QCI) invites proposals for **“Engagement of Human Resource Advisory Firm(s) for Open Network for Digital Commerce (ONDC)”**
2. The content of this Request for Proposal (RFP) enlists the requirements of the QCI. It includes the Bidding Terms which details out all that may be needed by the potential bidders to understand the terms and bidding process and explain the contractual terms that the QCI wishes to specify at this stage.
3. The Technical Bids and Financial Bids may be submitted at the following address on or before November 29, 2021 by 1600 Hrs. via post to the address below:

Deputy Director (Accounts & Administration), Quality Council of India (QCI)
Indian Council for Child Welfare, 2nd Floor, 4, Pandit Deen Dayal Upadhyaya Marg, Mata
Sundari Railway Colony, Mandi House, New Delhi, India-110002

Tender Summary

S. No.	Particulars	Details
1.	Addressee and address at which the bid is to be submitted	Mr. F.C. Srivastava Deputy Director (Accounts & Administration), Quality Council of India, 2 nd Floor, ICCW Building, 4-Deen Dayal Upadhyaya Marg New Delhi - 110002, India
2.	Date of issue of the Request for Proposal (RFP)	November 12, 2021
3.	Last date and time for submission of Applications	November 29, 2021, 1600 Hrs.
4.	Contract Duration	8 (Eight) weeks from the date of award of the work
5.	Validity of the Proposal	90 Days
6.	Tender Processing Fee	N/A
7.	Contact Person for clarification	Procurement Team: procurement@qcin.org
8.	Presentation Round	To be notified via Email
9.	Performance Bank Guarantee	3% of the Contract Value
10.	Documents to be submitted	Refer Clause-8: Submission of Proposal

1. INTRODUCTION:

Quality Council of India

QCI is a pioneering experiment of the Government of India in setting up organizations in partnership with the Indian industry. The mandate of QCI is to lead a nationwide quality movement in India by involving all stakeholders for emphasis on adherence to quality standards in all spheres of activities primarily for promoting and protecting the interests of the nation and its citizens. To achieve this, QCI is playing a pivotal role in propagating, adopting, and adhering to quality standards in all important spheres of activities including education, healthcare, environment protection, governance, social sectors, infrastructure sector, and such other areas of organized activities that have a significant bearing in improving the quality of life and well-being of the citizens of India.

The Quality Council of India (QCI) has been appointed as the Program Management Unit (PMU) by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, to enable the development and adoption of the Open Network for Digital Commerce (ONDC) under the guidance of a 9-member Advisory Council composed of eminent experts from the government and industry.

BACKGROUND

India's Digital Commerce has evolved over the past two decades, picking significant momentum in the last few years. By 2026, India's Digital Commerce sector is expected to grow upwards of INR 14 lakh crores. As of September 2020, India is estimated to have 4.25 crore MSMEs which employ 10.6 crore people, constituting 40 percent of India's workforce. These MSMEs have the potential to disrupt the market, if enabled with Digital Market access. However, less than 10 percent of India's retail is digitalized. The COVID-19 pandemic further imposed pressure on the retail sector value chains. At the same time, it gave an impetus to digital commerce, compelling even the smaller players to either become digitally enabled or face extinction.

The growth of eCommerce has resulted in a boom of consolidated platform-based operators, wherein buyers and sellers need to be on the same platform to carry out a transaction. On one hand, this forces eCommerce players to perform both supply-side and demand-side operations, putting immense pressure on both demand-side and supply-side acquisition, especially with the pressing need of growth in Tier-II and Tier-III cities. This bundled model of eCommerce also stifles innovation, creates significant barriers to entry for new players, and creates a gap between online demand and the local retail ecosystem. At the same time, the onus and the benefit of the entire transaction are highly concentrated on a few platforms, leading to a significant disadvantage to those who are new entrants or are not best-suited or

fully equipped, such as unorganized stores and units, small traders, and MSMEs. On the consumer's front, this results in a multiplicity of platforms with different sets of terms and conditions, and multitudes of e-contracts with varied timelines and rules to redress.

While these concerns are somewhat being addressed globally through various government interventions, India is adopting innovative tech solutions that empower market players with public digital infrastructure and an enabling policy.

Open Network for Digital Commerce

Open Network for Digital Commerce (ONDC) is an open network, tech-enabled infrastructure to enable eCommerce across domains, increases discoverability of players operating from remote locations, and engages through any network-enabled application.

It goes beyond the current platform-centric digital commerce model where the buyer and seller must use the same platform/application to perform a business transaction. In this system, so long as platforms/applications are connected to the open network, buyers and sellers will be able to transact no matter what platform/application they use to be digitally visible/available.

The open network protocol is expected to act as a force multiplier for end-beneficiaries, i.e., customers, application developers, governments, and businesses by creating an interoperable open playground to unlock value and innovation. This will be most impactful for MSMEs and small traders looking for growth opportunities and scaling their operations through the digital commerce space. ONDC will unbundle value chains, thus shifting the power to the ends from the intermediaries, i.e., to consumers, merchants, and providers of support services.

ONDC itself is neither an app nor a platform, rather a technology-based network that is unlike any other initiative globally. It is not a central mediator but rather a tech-based enabler for all kinds of eCommerce transactions, both goods and services.

ONDC Ltd. is being setup as a Section 8 company to remove any incentive for the owners to look for profit maximization and provides elaborate and rigid norms for accountability and transparency as provided in the Companies Act. ONDC Ltd will be responsible for the following three roles:

- Developmental - Set up and sustain the Open Network by adopting and building cutting-edge technology solutions and enlist wide-scale voluntary participation by ecosystem players
- Network Management- Establish "Network Code of Conduct" by collaboratively developing policies and rules of the network

- Service Delivery - Develop, maintain and continuously upgrade foundational services for managing the network (e.g., registry, certification, grievance redressal etc.) including development of reference applications to boost onboarding of buyers and sellers during the preliminary stages of operations.

The key organisation principles for ONDC Ltd. will be as follows:

- Be innovation driven and have cutting edge technology orientation.
- Have start-up mindset and government scale, and thus business-metrics driven
- Oriented to deliver results at population scale in a short period of time
- Attract market-leading talent from private sector to continuously innovate
- Be empowered to make its own decisions quickly
- Be responsive to the quickly changing business landscape

ONDC Ltd. will be a private sector organisation and will be structured to ensure broad representation and avoid concentration of influence. No shareholder shall have more than 10% of shareholding after second round of expansion. While some of the shareholders will be public sector entities, the shareholding structure will be maintained to ensure that ONDC Ltd. remains a private sector organisation. This will ensure flexibility from a human resource policy perspective and to attract the best of class private sector talent from the market from consulting companies, private equity, eCommerce players, Consumer Tech and the Big Tech Companies. Accordingly, this exercise of Salary Benchmarking is a step to ensure the structure and processes of ONDC are aligned to attract the best of the talent available in the market.

ONDC Ltd. will be on the intersection of a digital commerce and technology organisation. It will be responsible for maintaining a new age population scale tech platform in the e-commerce domain. It will consist of seven to eight functions. The organisation will have minimum 5 responsibility levels (Chairman, MD/CEO, followed by the heads of each function and 3 levels below them). More details on the organisation structure will be shared with the consulting firm who wins this assignment.

Till ONDC legal entity gets setup, The Quality Council of India (QCI) has been appointed as the Program Management Unit (PMU) by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, to enable the development and adoption of the Open Network for Digital Commerce (ONDC) under the guidance of a 9-member Advisory Council composed of eminent experts from the government and industry. Once ONDC is setup, the responsibility would transition to the entity and its employees.

QCI intends to engage experts from human resource advisory firm(s) with experience of providing consultancy services to organisations of a similar nature to support in compensation benchmarking, structuring and drafting HR policies for ONDC Ltd.

2. SCOPE OF WORK AND DELIVERABLES

The scope of work for the HR Advisory firm will be as follows:

a) Compensation Benchmarking and Structuring:

- i. Examine the proposed organization structure, job descriptions, unique roles in the organization
- ii. Study the academic and professional qualifications and work experience required for each position
- iii. Evaluate and rank the jobs of the new organization set-up into grades
- iv. Develop compensation philosophy of the organization based on long term objectives and to make ONDC Ltd. employer of choice from compensation perspective
- v. For each of the seven to eight functions identify a separate and unique list of 30 companies (MNCs and Indian) e.g., for technology function the benchmarking may be conducted with organisation managing open-source systems/ network while for products the benchmarking can be done against companies in the ecommerce and shared mobility domain. QCI/ ONDC will approve the list of companies for benchmarking for each individual function which may be different from each other.
- vi. Conduct salary benchmarking for unique roles under each function with approved list of organisations (minimum 15 companies) for respective function covering CTC (cost to company), perks and benefits, performance linked incentives and other salary elements.
- vii. Suggest a salary structure for each function to 6 responsibility levels (and sub grades/levels), including but not limited to wages and salary, incentives, fringe benefits, perquisites, and non-monetary benefits, for each unique position considering their job requirements
- viii. Validate the structure from a taxation standpoint to reduce tax burden for employees. This would mean engage with tax experts to provide ONDC with options on the structure options and pros and cons of each option
- ix. Suggest other perks and benefits on the lines of those that are normally offered to personnel in similar companies performing similar roles keeping in mind that most organisations in this sector offer employee stock ownership plan (ESOP) which may not be a possibility for ONDC; while compensating the employees in other forms permissible under the section 8 companies to ensure long term value creation
- x. Share a list of all regulatory compliances that ONDC needs to adhere to and comply with as it embarks on its operation. A detailed checklist along with the process should be laid out in the deliverable
- xi. Discuss compensation plan and finalize with leadership

b) Human Resource Policies

- i. Frame detailed HR policies and Rules for the employees covering end to end employee lifecycle for a new organisation including but not limited to:
 - Recruitment & Selection
 - Leave Policy
 - Workplace/Admin Policies
 - Compensation & Benefits Policy
 - Travel & Reimbursement
 - Whistle Blower & Fraud Prevention Policy
 - Employee Exit Policy
 - Retirement Policy
 - Maternity/Paternity Leave policy
 - POSH Policy
 - Code of Conduct & disciplinary action
- ii. Prepare detailed job description and key performance indicators for 15 roles which can be finalised in discussion with QCI/ ONDC. The list of the 15 identified roles shall be discussed with the identified consultant.
- iii. Draft employment contracts for full-time and fixed term contract employees. The contracts should be legally vetted.

The total duration of the engagement will be 8 weeks. The deliverables along with the timelines for the engagement are as follows:

S. No.	Deliverable	Timeline (T* week)
1.	Salary Benchmarking report	T + 3
2.	Salary structure specifying CTC (cost to company) for each position, along with details such as salary range, performance linked incentive, perks and benefits together with detailed reasoning for the recommendations	T + 4
3.	Job Descriptions for different category of personnel	T+6
4.	Comprehensive HR policy and Rules documents and HR manual	T+ 8
5.	Employee contracts for full-time and fixed term contract employees	T + 8

T* indicates the time of signing of contract for the consulting firm.

3. DETAILED RESOURCE REQUIREMENT

Please note that this is a deliverable based assignment, and the consultant is free to propose a team structure based on their understanding. However, the following is the minimum team structure that needs to be proposed by the consultant and QCI/ ONDC members will only interact with the experts indicated below. Adequate time of these experts should be scoped accordingly.

S. No.	Position	No. of Consultants	Minimum Experience Required
1.	Compensation Benchmarking Expert	1	<ul style="list-style-type: none">• At least 10 (ten) years of work experience in human resource advisory with a strong focus on salary benchmarking engagements• Prior experience of undertaking compensation benchmarking assignments for digital commerce and technology organisation(s)
2.	Compensation Structuring Expert	1	<ul style="list-style-type: none">• At least 10 (ten) years of work experience in human resource advisory with strong focus on salary structuring• Prior experience of undertaking compensation structure assignments for digital commerce and technology organisation(s)
3.	HR Policy Expert	1	<ul style="list-style-type: none">• At least 10 (ten) years of work experience in human resource advisory with a strong focus on drafting and implementing HR policies for clients• Prior experience of drafting HR policy and manuals covering end to end employee lifecycle for digital commerce and technology organisation(s)

*The above listed experts may engage support teams. Engagement of such resources/teams shall be taken up by the engaged firm/experts. The pricing of the same must be included in the overall cost of the proposal.

4. PRE-QUALIFICATION CRITERIA

Interested Bidders are expected to meet the following pre-qualification criteria. In case the Bidders fail to either meet all these criteria or do not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected.

S. No.	Eligibility Criteria	Supporting Document(s) Required
1.	<p>The applicant shall be a single entity, registered as a Company under the Companies Act 2013 or Companies Act, 1956 or any other previous companies act, Partnership Firm registered under the Indian Partnership Act, 1932, LLP registered under the Limited Liability Partnership Act, 2008, Consortium having a maximum of two members* registered under Companies Act, 2013 or companies Act, 1956 or a Society registered under the Societies Registration Act, 1860 & should have been in existence for the last ten (10) years, with their registered office in India.</p>	<p>Certificate of Registration / Incorporation under the respective Acts in India and the respective Memorandum of Association/Partnership Deed.</p>
2.	<p>The applicant firm must be registered in India with appropriate tax and other administrative authorities.</p> <p>The HR Advisory Firm must have an average turnover of Rs. 25 crores (Indian Rupees Twenty-Five Crores) generated in each of the last 3 (three) financial years (2017-18, 2018-19, 2019-20).</p> <p>The turnover quoted must be from consultancy/professional work (excluding revenue from audit and taxation) undertaken by the bidder in India.</p> <p>*Independent Auditors or Audited copy of financial statements for the financial year 2017-18, 2018- 19 & 2019-20.</p>	<p>i. GST Registration Certificate ii. PAN Card iii. Audited Financial Statements for last three years or Certificate from the Statutory Auditor certifying the Turnover for previous three financial years</p>
3.	<p>The applicant should be operating with an aggregate of at least 25 Full Time Equivalents (FTEs) on company payroll as on date of the RFP.</p>	<p>List of Employees certified by the HR on Company Letterhead/ EPF or ESIC records of employees</p>

4.	The applicant firm shall be debarred if they have been convicted of an offence under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.	Undertaking by the authorized signatory on company's letterhead
5.	The Bidder must have at least 3 (three) completed/ ongoing assignment for compensation benchmarking and structuring for any e-commerce/ technology organisations worth at least INR 20 lakhs each in the last 5 (five) years.	Copy of Completion certificate/ work order/Contract/ Letter of Award/ Self-certification from Managing Director or equivalent authorized signatory for each of the mentioned assignments should be submitted
6.	The Bidder must have at least 2 (two) completed/ ongoing assignment for drafting HR Policy and Manual for any e-commerce/ technology organisations worth at least INR 20 lakhs each in the last 5 (five) years.	Copy of Completion certificate/ work order/Contract/ Letter of Award/ Self-certification from Managing Director or equivalent authorized signatory for each of the mentioned assignments should be submitted
7.	The applicant should submit a bid-security declaration for waiver of Earnest Money Deposit (EMD).	Undertaking by the authorized signatory on the company's letterhead.
8.	The applicant should not be involved in any sub judice matters against them, that may have an impact of affecting or compromising the delivery of services as required under this contract and should furnish an undertaking to the effect that the firm has not been blacklisted/debarred on working with any Government organization/PSU/statutory or autonomous organizations in India.	Undertaking by the authorized signatory on the company's letterhead.

*In case the bidder(s) is / are a consortium (including an unincorporated Joint Venture), then the following conditions shall apply:

- a. Each member in a consortium may only be a legal entity and not an individual person.
- b. The Bid shall specifically identify and describe each member of the consortium.
- c. The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents).

- d. One participant member of the consortium shall be identified the “Prime member” and contracting entity for the consortium.
- e. This prime member shall be solely responsible for all aspects of the Bid proposal including the execution of all tasks and performance of all consortium obligations.
- f. The prime member shall fulfil each eligibility criteria.
- g. A commitment shall be given from each of the consortium members in the role of the member in the Bid and the member’s commitment to perform all relevant tasks commitment not to withdraw from the consortium.
- h. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the QCI.
- i. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member.
- j. No consortium member shall hold less than 25% stake in a consortium.
- k. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only.

An entity can bid either singly or as a member of only one consortium.

Interested Bidders submitting their proposals are expected to meet the above pre-qualification criteria. In case any Bidder fails to either meet all these criteria or do not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected.

5. METHOD OF SELECTION

- The bids shall be evaluated on Quality and Cost Based Selection (QCBS).
- In deciding the final selection of the service provider, the technical bid of the proposal will be given a weightage of 75% and the financial bid will be given a weightage of 25%.
- The financial bids of only those bidders who qualify the technical evaluation will be invited.
- The proposal with the lowest cost will be given a score of 100 and the other proposals will be scored on a pro-rata basis, inversely proportional to the offered cost i.e., lower marks for higher priced offers.
- Subcontracting may be allowed only upon written approval of QCI, the responsibility for management and liability shall rest with the selected service provider.

TOTAL SCORE:

- The total score shall be obtained by weighing the quality and cost scores and adding them.
- Total Score = [Technical Score* 75 (Weightage given to technical criteria)] + [Financial Score* 25 (Weightage given to financial criteria)]

6. EVALUATION CRITERIA

The Technical Evaluation shall be based on the following criteria:

S. No.	Criteria	Weightage
1.	<p>Maximum 7-page word document note on understanding of the scope of work and approach & methodology for undertaking the assignment including: Extensiveness of salary benchmark database for relevant sectors and other Unique features of the value proposition of the firm should also be shared in this section.</p>	40%
2.	<p>CVs of proposed 3 experts</p> <p>Please note QCI shall engage only with the 3 proposed experts for the purpose of this project and accordingly adequate time and effort of the experts should be factored in. The consultant may have a team at the backend, however ONLY the 3 experts shall be responsible for driving each discussion / meeting /presentation /interaction with the QCI team. QCI shall not be engaging with any other team member from the consulting firm outside of the 3 experts.</p> <p>One of the 3 experts should be identified as the Project Manager and one point contact for the project</p>	30%
3.	<p>Case Studies of the 4 most relevant and comprehensive assignments that cover the maximum scope related to compensation benchmarking and structuring, drafting of HR policies and manuals, preparation of job description.</p> <p>** ONLY assignments where one of the three experts proposed in Point 2 should be proposed. Please clearly state as part of the Case studies which of the 3 experts were involved in the mentioned Case Studies</p>	30%

Note:

- i. The experts proposed and shortlisted for the project will be required to be deployed on the project. No replacement shall be allowed.

7. GENERAL TERMS AND CONDITIONS

- 7.1. **Exclusivity of the selected resources:** The selected resources shall be deployed exclusively on the project awarded through this contract and shall not be deployed on any other project till the end of the contract or a written approval of the QCI SPOC, whichever is earlier.
- 7.2. **Authorisation of Signatory:** The Bid may be signed either by the Principal Officer of the service providing agency or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Representative or the Principal Officer. The Principal Officer/ authorized representative of the Agency shall sign the proposal and also initial all pages of the original Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid.
- 7.3. **Contract Period:** The validity of the contract is 8 (eight) weeks from the date of award of the contract and further extendable after due evaluation of the performance and the requirement of the project.
- 7.4. **Presentation:** As a part of evaluation of proposals submitted by the applicants, QCI reserves the right to seek further information or a presentation from the Organizations for evaluation purposes. The tentative date of the technical presentation round has been specified in the Tender Summary. QCI may call for such information/presentation at a short notice.
- 7.5. **Pre-bid Meeting:** A virtual pre-bid meeting will be held on November 22, 2021 at 1400 Hrs.
- a) During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the QCI. QCI shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive bidding process.
 - b) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a bidder. However, terms and conditions of the Addendum(s)/Corrigendum(s) shall be legally binding on all the bidders irrespective of their attendance at the pre-bid meeting.

c) Interested bidders can send their queries to procurement@qcin.org before November 22, 2021, 1100 Hrs. The details to join the conference shall be shared against the request over the mail.

d) The bidders can join the pre-bid meeting by clicking on the below link-

Meeting Link: [Pre-Bid Meeting || Engagement for HR Policy Advisory Firm\(s\) || QCI](#)

Platform: Microsoft Teams

General Instructions:

- Login at the given time by clicking provided link; for any queries on the process, kindly write to Procurement Team, QCI, procurement@qcin.org
- Participants to only join the meeting at the above-mentioned time.
- Do not make any trial logins on the day of the meeting as the link is tried and tested.
- You are requested to coordinate with your fellow colleague who is joining the meeting (if any) to log in at the same time as you do.
- To ask the query use the *raise hand* option on the screen and wait for your turn.
- Kindly remember to mute your microphone when you're not talking.
- Kindly make sure you have good internet connectivity for clarity of the call.

7.6. **Performance Bank Guarantee:** The purchaser will require the selected service provider to provide a Performance Bank Guarantee, within 30 days from the notification of award, for a value equivalent to 3% of the financial proposal value. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the delivery and warranty period. In case the selected bidder fails to submit a Performance Guarantee within the time stipulated, the purchaser at its discretion may cancel the order placed on the selected bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or purchaser incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

7.7. **Payment Milestones:**

- a) The total duration of the project is 8 (eight) weeks including assessment, recommendations, and Policy Creation.
- b) The payment would be as per the satisfactory submission of deliverables by the consultant. If any two deliverables are dependent on each other or have dependent activities, then their delivery timelines should accommodate for that and be set accordingly.

- c) The vendor for any additional expenses must seek prior approval from QCI and shall be paid on actuals on receipt of expense bills for the same.
- d) The signing of Contract (T): 3% on signing of contract against Performance Bank Guarantee for an amount equal to 3% of Financial Bid amount.

S. No.	Deliverable	Timeline (T* week)	Payment Terms
1	Salary Benchmarking report	T + 3	20%
2.	Salary structure specifying CTC (cost to company) for each position, along with details such as salary range, performance linked incentive, perks and benefits together with detailed reasoning for the recommendations	T + 4	10%
3.	Job Descriptions for different category of personnel	T+6	15%
4.	Comprehensive HR policy and Rules documents and HR manual	T+ 8	40%
5.	Employee contracts for full-time and fixed term contract employees	T + 8	12%

T indicates the time of signing of contract for the consulting firm.

- 7.8. **Amendments to RFP:** At any time prior to the last date for receipt of applications, QCI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by an amendment. In order to provide prospective applicants reasonable time to take the proposed amendments into account while preparing their proposals, QCI may at its discretion extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the RFP. Any such amendment shall be communicated to the service providers.
- 7.9. **Conflict of Interest:** QCI requires that service provider provides professional, objective, and impartial analysis and data, and at all times hold the QCI's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 7.10. **Ownership Rights:** Ownership of all new artifacts (data, reports, presentations and other publications) generated during the course of the assignment or otherwise with respect to the assignment, will rest with QCI and it will have the right to resell/ implement the same with any other organization.

7.11. Fraud/ Corruption: QCI requires that the bidders participating in the selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, QCI defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution.
- b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.
- c) “collusive practices” means a scheme or arrangement between two or more bidders with or without the knowledge of QCI, designed to establish prices at artificial, non-competitive levels.
- d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a Contract. QCI will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and
- e) QCI will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.

7.12. Termination of Contract

a) Termination for Default

QCI reserves the right to terminate / short close the contract, without prejudice to any other remedy for breach of contract, by giving 15 days’ notice if the agency fails to perform any obligation(s) under the contract and if agency, does not cure their failure within a period of 7 days (or such longer period as QCI may authorize in writing) after receipt of the default notice from QCI.

b) Termination for Insolvency

QCI may at any time terminate the contract by giving written notice 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 QCI.

c) **Termination for Convenience**

QCI may by written notice sent to agency, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by agency till the date upon which such termination becomes effective.

7.13. **Intellectual Property Rights:** QCI will own all the intellectual property resulting out of services being performed under this contract which shall be further transferred to ONDC upon its institutionalisation.

All the rights relating to the Trade Marks and Copy Rights in respect of work generated by the selected service provider(s) on behalf of QCI and paid for by QCI shall vest with QCI. Provided that QCI would reimburse the Consultant for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from QCI. In order to perform the services, the service provider must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep QCI harmless and indemnify QCI from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights. All documents, report, information, data etc. collected and prepared by the service provider in connection with the scope of work submitted to QCI will be property of QCI. The service provider shall not be entitled, either directly or indirectly, to make use of the documents and reports given by QCI for carrying out of any services with any third parties. The service provider shall not, without the prior written consent of QCI be entitled to publish studies or descriptive articles, with or without illustrations or data, in respect of or in connection with the performance of services. The pre-existing intellectual property of the service provider used in deliverables shall remain vested with the service provider. Anything developed during the course of the project shall be owned by QCI.

7.14. **Language:** The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the Proposal exchanged by the bidder and QCI shall also be written in the English language.

7.15. **Companies' Personnel:** The service provider shall employ and provide at its own cost such qualified and experienced consultants as are required to carry out the Services. Their salaries, claims, insurance, damages, compensation, travel etc. will be the liability

of the service provider(s) and QCI will in no way be responsible for any such claims/ damages.

7.16. **Rejection of Application:** The application is liable to be rejected if:

- a) Not in prescribed forms and/or not containing all required details.
- b) Not properly sealed and signed as per requirements.
- c) Received after the expiry of due date and time.
- d) Missing of any supporting document(s) with the Proposal.

7.17. **Disclaimer**

- a) QCI shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered and returned unopened to the applicant.
- b) QCI reserves the right
 - i. To reject any/all applications without assigning any reasons thereof;
 - ii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of QCI without assigning any reasons thereof;
 - iii. To include any other item in the Scope of work at any time after consultation with applicants or otherwise.

7.18. **Written Undertaking:** QCI may at any time require the service provider and its employees/advisors/professionals/Contractors, to whom confidential information may be disclosed in the course of execution of contract, to give a written undertaking in the form of a deed reasonably accepted to QCI and relating to the use and non-disclosure of the confidential information relating to QCI or any Government Department or relating to any Ministry and or such other information that QCI suggests to be confidential. Upon receiving a request aforesaid the service provider must promptly arrange for all such undertakings to be given to QCI.

7.19. **Knowledge Transfer:** Subject to any qualification or provision to the contrary in the statement of work, the service provider must provide the following assistance to the QCI on termination or expiration of this Contract: transferring or providing access to the QCI to all information stored by whatever means held by the service provider or under the control of the service provider in connection with this Contract; and making Specified Personnel / employees and Agency Personnel available for discussions with the QCI as may be required. The time, length and subject of these discussions will be at the sole discretion of the QCI, provided that any matter discussed is not considered to reveal any 'commercial-in-confidence information of the service providing firm.

7.20. **Force Majeure:** Neither party shall be held responsible for non-fulfilment of their respective obligations due to the exigency of one or more of the force majeure events

such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, pandemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events. The affected party thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties may then mutually decide about the future course of action.

Force Majeure shall not include

- a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
- b) any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- c) Insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

7.21. **Indemnity:** The service provider undertakes to indemnify QCI from and any losses that QCI may incur due to any deficiency in services rendered by the service provider or any instance of corruption or improper payment.

7.22. **Subletting of Work:** Sub-letting of work will be permitted based on the clear intimation to QCI and the approval of the QCI SPOC. However, final liability shall rest with the selected service provider.

7.23. **Maintenance of Confidentiality:** The service provider must not divulge any confidential information and assure that reasonable steps are undertaken to provide for the safe custody of any and all confidential information in its possession, and to prevent unauthorized access thereto or use thereof. The service provider must not, without the prior written consent of QCI, disclose any confidential information of QCI or any government department or relating to any ministry or any other party. In giving written consent to the disclosure of confidential information, QCI may impose such conditions as it deems fit, and the agency must comply with these conditions. Confidentiality clause shall continue for a longer period than one year after the termination of contract or contract expiry period.

The selected service provider will be required to sign a mutually agreed Non-Disclosure Agreement (NDA) with QCI.

7.24. **Removal of Data:** The service provider must ensure that its employees/ professionals' subcontractors and/ personnel do not:

- a) remove any data or allow any data concerned with this contract to be removed from the places as notified / directed by QCI; or
- b) take any Data or allow any data to be taken outside of India, without QCI's prior written consent.

7.25. Disclaimer:

- a) QCI shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered.
- b) QCI reserves the right
 - i. To terminate the RFP process at any time, without assigning any reasons thereof;
 - ii. To reject any/all applications without assigning any reasons thereof;
 - iii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of QCI without assigning any reasons thereof;
 - iv. To include any other item in the scope of work at any time after consultation with applicants or otherwise;
 - v. To select multiple organizations for the project for allocation of work if it meets the essential criteria for qualification.

7.26. Validity of Proposals: The proposals shall remain valid for a period of 90 days from the last date of submission. In exceptional circumstances, QCI may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder consenting to such request will not be required nor permitted to modify its Proposal.

8. SUBMISSION OF PROPOSAL

Technical Proposal:

The technical proposal must include the following:

- 8.1. All the supporting documents pertaining to the pre-qualification criteria.
- 8.2. A note on understanding of the scope of work and approach & methodology for undertaking the assignment including: Extensiveness of salary benchmark database for relevant sectors and other Unique features of the value proposition of the firm. (Max 7 Page)
- 8.3. CV and profile of proposed consultants, as well as the team composition by area of expertise, the position that would be assigned to each resource, and their tasks.
- 8.4. Case Studies of the 4 most relevant and comprehensive assignments that cover the maximum scope related to compensation benchmarking and structuring, drafting of HR policies and manuals, preparation of job description. (As per the evaluation criteria)

- 8.5. Signed and stamped Form-A, B, C, D, E and F.
 8.6. Any other details that the bidder may like to provide.

Financial Proposal:

Particular	Total Cost in INR* (Exclusive of Taxes)
Proposed cost for undertaking the mentioned scope of work	

*The proposed cost should be inclusive of lodging and boarding and QCI shall not liable for travel or any other expense.

Submission Guidelines:

- All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- All pages of the bid including the duplicate copies, shall be signed and stamped by the authorised signatory.
- Please Note that Prices must not be indicated in the Technical Bid.

Interested parties may submit the technical and financial Proposal in two separately sealed envelopes inside a larger sealed envelope super-scribing “Engagement of Human Resource Advisory Firm(s) for Open Network for Digital Commerce (ONDC)” to Deputy Director (Accounts & Administration), Quality Council of India, Indian Council for Child Welfare, 2nd Floor, 4, Pandit Deen Dayal Upadhyaya Marg, Mata Sundari Railway Colony, Mandi House, New Delhi 110002 latest by November 29, 2021, 1600 Hrs. (By post or by hand)

A copy of **only technical proposal**, in the **password protected PDF format**, may be submitted to procurement@qcin.org on or before November 29, 2021 by 1600 Hrs. (Bidders will be asked to share the password on the day of opening of the technical proposals)

Note: QCI reserves the right to reject the proposal in case of any discrepancy in the submitted documents (PDF version and Hard Copy).

For further queries, you may please contact the below-mentioned:

For any other queries: Procurement Team

Email id: procurement@qcin.org

Form A: Application Letter

(To be submitted on the Letterhead of the responding firm)

{Place}

{Date}

To,

Deputy Director (Accounts & Administration),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Submission of proposal in response to the RFP for **“Engagement of Human Resource Advisory Firm(s) for Open Network for Digital Commerce (ONDC)”**

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP dated 12/11/21 for Engagement of Human Resource Advisory Firm(s) for Open Network for Digital Commerce (ONDC)
2. We undertake, if our proposal is accepted, to assign a team dedicated to this project.
3. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We undertake, if our proposal is accepted, to adhere to the scope of engagement or such modified plan as may subsequently be mutually agreed between us and QCI or its appointed representatives.
5. We agree to unconditionally accept all the terms and conditions set out in the RFP document and also agree to abide by this proposal response for a maximum period of THREE MONTHS from the date fixed for proposal opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this proposal response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and QCI.

6. We affirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to through this proposal is true, accurate, and complete.

7. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the QCI as to any material fact. We agree that QCI is not bound to accept the lowest or any Proposal response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Proposal response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2021

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor

Form B: Relevant Project Experience

S. No.	Name of the Project/ Engagement	Client name	Duration (Period)	Value

Form C: Details of responding organization

S. No.	Particulars	Details to be furnished	
1.	Details of responding Company		
	Name		
	Address		
	Telephone	Fax	
	E-mail	-	Website
2.	Information about responding Company		
	Status of Company (<i>Public Ltd. / Pvt. Ltd etc.</i>)		
	Details of Registration (<i>Ref e.g. ROC Ref #</i>)		Date
			Ref #
	Details of Service Tax Registration		Date
			Ref #
2.	Current Year Turnover (Rs Crores) from Consulting related to Human Resource Policy Advisory in India;		
3.	Company Profile (Operations in India)		
3.1	Average turnover from Indian Operations from Consulting related to Human Resource Policy Advisory in last three years	(Turnover in Rs Crores)	

3.2	Full-time professional staff engaged in related IT services	(Number of Staff)	
3.3	Extent of operations in India (national spread) i.e. number of offices in India (client specific / project specific offices should not be considered)	(Number of Offices in different cities/towns and their address)	

Form D: Format for Bid Security Declaration

(To be submitted on the Letterhead of the responding firm)

To,
Deputy Director (Accounts & Administration),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Bid Security Declaration in connection with RFP Ref. No. _____ dated ____ for _____

Dear Sir,

I / We, the authorized signatory of M/s _____, participating in the subject tender Ref. No. _____ for _____, do hereby declare:

- a. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- b. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Quality Council of India (QCI) for a period of one year from the date of committing such breach.

Dated this Day of 2021

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor

Form E: Format for Non-Blacklisting Undertaking

(To be submitted on the Letterhead of the responding firm)

To,
Deputy Director (Accounts & Administration),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Non-Blacklisting declaration in connection with RFP Ref. No. _____ dated ____ for

Dear Sir,

This is to notify you that our Firm/Company/Organisation _____
intends to submit proposal in response to invitation for Tender Ref. No. _____ for <>. In
accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this agreement
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Dated this Day of 2021

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor

Form F: Annexure for Employee Details

<On Company's Letter Head>

1. Name of the Applicant:

2. Position:

3. Number of Resources in Each Position:

S. No.	Name of Employee	Educational Qualifications	Area of Expertise	Experience in Detail/ Projects Undertaken (including total years of experience)

Note: Must be Filled for Each Position

4. Are the individuals proposed to work on the ONDC project the team leader of the specified vertical?

YES/NO

Signature of HR Representative:

Name:

Designation:

Date and Company Seal:

Note:

- a) QCI may verify the genuineness on a sample basis, up to the satisfaction, by reviewing the information provided in the tables above.
- b) CVs of the lead of each position will be evaluated to ensure experiences are relevant to the requirements of the project.

FORMAT FOR BANK GUARANTEE

From

Bank _____

To

The Secretary General

Quality Council of India

New Delhi – 110 002

Sir,

1. With reference to contract/ agreement/ work order No. <Work order Reference No.>dated <__> <Month>, <Year> concluded between **Quality Council of India**, hereinafter referred to as the Purchaser and **M/s <Service Provider Firm Name>** hereinafter referred to as the contractor for <Project Name> as detailed in the above contract which contract is hereinafter referred to as the “Said Contract” and in consideration of the Purchaser having agreed to make advance payment in accordance with the terms of the said Contract to the said contractor, we the _____ bank, hereinafter call the Bank hereby irrevocably undertake and guarantee to you that if the said Contractor would fail to develop and supply the stores in accordance with the terms of the said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum up to a maximum of**Rs.** (Rupees Only) in accordance with the provisions contained in **Clause <>** of the said Contract.
2. We further agree that the Purchaser shall be the sole judge as to whether the contractor has failed to develop and deliver the data required in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of the advance payment made to Contractor has become repayable to the Purchaser and to the extent and monetary consequences thereof by the Purchaser.
3. We further hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding**Rs** (Rupees Only).

4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period of 3 months from the date on unless the Purchaser in his sole discretion discharges the Guarantee earlier. Beneficiary's right as well the Bank's Liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before completion of one year from expiry date i.e. <>
5. We further agree that any change in the constitution of the Bank or the constitution of the contractor shall not discharge our liability hereunder.
6. We further agree that the Purchaser shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the contractor and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or for bearance shown or any act or omission on the Purchaser or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.
7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Purchaser in writing.

Yours faithfully,
for _____ Bank
(Authorised Attorney)

Place: _____

Date: _____

Seal of the Bank