

**DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION**  
**Ministry of Commerce and Industry, Government of India**

National Competitive Bidding (NCB)

APPOINTMENT OF IT APPLICATION SERVICES AGENCY  
FOR  
DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION

**REQUEST FOR**  
**QUALIFICATION CUM**  
**REQUEST FOR PROPOSAL**

---

**JUNE, 2015**

---

**NOTICE INVITING REQUEST FOR QUALIFICATION – CUM - REQUEST  
FOR PROPOSAL**

**DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION**

**REQUEST FOR QUALIFICATION (RfQ) CUM REQUEST FOR PROPOSAL (RfP)  
FOR SELECTION OF IT APPLICATION SERVICES AGENCY FOR  
DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION**

**NATIONAL COMPETITIVE BIDDING**

Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, intends to undertake on-line international Promotion and Media Campaign across all mediums (website, electronic, social media) across the world to brand India as an investment destination. The objective of the campaign is to generate awareness about the investment opportunities and prospects of the country, to promote India as a preferred investment destination in the source markets overseas and to increase India's share of global FDI. For this development of an interactive portal is also planned to be undertaken. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfQ – cum - RfP document uploaded on the website: <http://dipp.nic.in>

**Interested applicants are requested to submit their responses to the “RFQ – Cum -RFP” on Central Public Procurement Portal (<http://eprocure.gov.in>) on or before June 29, 2015 3:00 PM.**

The submissions must be addressed to:

**Under Secretary (BE-II),  
Department of Industrial Policy and Promotion  
Ministry of Commerce & Industry, Government of India  
Udyog Bhawan  
New Delhi-110011**

## Disclaimer

---

1. This RfQ – cum - RfP document is neither an agreement nor an offer by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India (hereinafter referred to as DIPP) to the prospective Applicants or any other person. The purpose of this RfQ – cum - RfP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RfQ – cum - RfP.
2. DIPP does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RfQ – cum - RfP document and it is not possible for DIPP to consider particular needs of each party who reads or uses this RfQ – cum - RfP document. This RfQ – cum - RfP includes statements which reflect various assumptions and assessments arrived at by DIPP in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RfQ – cum - RfP document and obtain independent advice from appropriate sources.
3. DIPP will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfQ – cum - RfP document, any matter deemed to form part of this RfQ – cum - RfP document, the award of the Assignment, the information and any other information supplied by or on behalf of DIPP or their employees, any IT Application Services Agency or otherwise arising in any way from the selection process for the Assignment. DIPP will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RfQ – cum - RfP.
4. DIPP will not be responsible for any delay in receiving the proposals. The issue of this RfQ – cum - RfP does not imply that DIPP is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and DIPP reserves the right to accept/reject any or all of proposals submitted in response to this RfQ – cum - RfP document at any stage without assigning any reasons whatsoever. DIPP also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RfQ – cum - RfP Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DIPP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DIPP reserves the right to change/ modify/ amend any or all provisions of this RfQ– cum - RfP document. Such revisions to the RfQ – cum - RfP / amended RfQ –cum - RfP will be made available on the website of DIPP and CPPP portal.

## Section 1. Letter of Invitation

Udyog Bhawan, New Delhi

Dated: June 5<sup>th</sup>, 2015

### 1. Introduction

Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India, runs an online international Promotion and Media Campaign across all mediums (website, electronic, social media) across the world to brand India as an investment destination. The objective of the campaign is to generate awareness about the investment opportunities and prospects of the country, to promote India as a preferred investment destination in the source markets overseas and to increase India's share of global FDI. DIPP also has an interactive portal (<http://www.makeinindia.com>) for dissemination of information and interaction with the investors.

The endeavour of DIPP is to target the traditional and important source markets overseas from where the country receives a large number of investment proposals. Through its overseas media campaign, DIPP intends to project and showcase India as a favoured investment destination, especially in the manufacturing, design and innovation.

DIPP will release its campaign in the overseas market, portraying the strengths of and opportunities in the Indian economy for investment and highlighting the comparative advantages India has over other investment destinations. To better target the campaign DIPP uses the interactive portal to collect data about prospective investors, along with for providing information to and resolution of queries raised by them.

1. DIPP proposes to appoint an IT Application Services Agency for updating and maintenance of the backend of the portal and to host the same. The detailed scope of services is provided in Section 5: Terms of Reference. The engagement shall be up to 31<sup>st</sup> March, 2018 with a review at the end of second year [for component starting from 1<sup>st</sup> April, 2017].

### 2. Objectives

The main objectives of the assignment are enhancement and maintenance of the 'Make in India' web portal (<http://www.makeinindia.com>) including hosting and server management and updating and maintenance of the backend for interactive portal of DIPP hosting the same with an objective of collection of data and promotion of investors facilitation services and analyzing the response to the interactive portal on geographical spread, sector of interest and other factors identified by the Client.

3. **The IT Application Services Agency will be selected on the Combined Quality cum Cost Based Selection process with 70 percent weightage to quality and 30 percent weightage to cost.**

**The RFQ – cum - RFP includes the following documents:**

SECTION 1: Letter of Invitation SECTION 2: Instructions to Applicants

SECTION 3: Pre – Qualification and Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard format of Work Order

**All clarifications/ corrigenda will be published only on the website of DIPP. The official website for accessing the information related to this RFQ – cum - RFP is: [www.dipp.nic.in](http://www.dipp.nic.in) (the “Official Website”) along with Central Public Procurement Portal ([eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)).**

**Yours sincerely,**

**Under Secretary (BE-II)  
DIPP**

## Section 2. Instructions to Applicants

### 2.1 Introduction

- 2.1.1 The Client named in the Data Sheet will select an organization in accordance with the method of selection specified in the Data Sheet. Applicants are advised that the selection of IT Application Services Agency shall be on the basis of an evaluation by Client through the selection process specified in this RFQ – cum - RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client’s decisions are final without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as “the Proposal”), as specified in the Data Sheet, for the services required for the Assignment. The Proposal will form the basis for grant of work order to the selected IT Application Services agency. The IT Application Services agency shall carry out the assignment in accordance with the Terms of Reference of this RFQ – cum - RFP (the “TOR”).
- 2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this RFQ – cum - RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- 2.1.4 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.
- 2.1.5 Client requires that the Applicant hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.
- 2.1.6 It is the Client’s policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the Client:
- (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing the work order in question;
  - (ii) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
- 2.1.7 **Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ – cum - RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary, DIPP, whose decision shall be final.

2.1.8 Termination of Assignment: Client will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, other than termination due to Force Majeure, the Client will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.

2.1.9 The Applicant shall submit his proposal in **four covers** containing details of **EMD, Pre-Qualification Proposal, Technical Proposal** and **Financial Proposal** respectively on Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ-cum-RFP. Subsequently the technical evaluation as specified in this RFQ-cum-RFP will be carried out only for those Applicants who meet the Pre- Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicants will be opened.

2.1.10 The evaluation will be done in accordance with the procedure given in Clause 2.6

2.1.11 Number of Proposals: No Applicant shall submit more than one Application.

2.1.12 Right to reject any or all Proposals:

- (i) Notwithstanding anything contained in this RFQ – cum - RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (ii) Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
  - a) at any time, a material misrepresentation is made or discovered, or
  - b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- (iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.13 Acknowledgement by Applicant

- (i) It shall be deemed that by submitting the Proposal, the Applicant has:
  - a) made a complete and careful examination of the RFQ – cum - RFP;
  - b) received all relevant information requested from the Client;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ – cum - RFP or furnished by or on behalf of the Client;
  - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
  - e) acknowledged that it does not have a Conflict of Interest; and
  - f) agreed to be bound by the undertaking provided by it under and in term hereof.



- (ii) The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ – cum- RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

## 2.2 Clarification and amendment of RFQ – cum - RFP documents

Applicants may seek clarification on this RFQ – cum - RFP document, within time indicated for it in this RFQ – cum - RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax, along with a soft copy in word format to the Client’s office addressed:

**Under Secretary (BE-II),  
Department of Industrial Policy and Promotion  
Ministry of Commerce & Industry, Government of India  
Udyog Bhawan  
New Delhi-110001  
Email: [akmishra1958@yahoo.co.in](mailto:akmishra1958@yahoo.co.in) Fax: +91-11-2306 1711**

The Client will endeavour to respond to the queries prior to the indicated response date. The Client will post the reply to all such queries on its official website and CPPP portal.

- 2.2.1 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ – cum - RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Client’s Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.
- 2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization (In Form 3D).

## 2.3 Earnest Money Deposit

- 2.3.1 The valuation of the project is estimated to be Rs. one crore and accordingly an Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Commercial Bank in favour of **Pay and Account Officer, DIPP, New Delhi**, payable at New Delhi, for the sum of **Rs 10,00,000/- (Rupees ten Lakhs Only)** shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3E.
- 2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as “EMD– [name of assignment]” and “Not to be opened except in the presence of evaluation committee”. In addition, a scanned copy (in pdf format) shall also be uploaded on Central Public Procurement Portla (hereinafter referred to as CPPP). Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
- 2.3.3 Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant’s Earnest Money shall be returned,

without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RFQ – cum - RFP and work order.

2.3.4 Client will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to Client in regard to the RFQ – cum - RFP without prejudice to Client’s any other right or remedy under the following conditions:

- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ – cum - RFP (including the Standard Form of work order);
- (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ – cum - RFP and as extended by the Applicant from time to time,
- (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or
- (iv) If the Applicant commits any breach of terms of this RFQ – cum - RFP or is found to have made a false representation to Client.

Performance Security equivalent to the amount indicated in this RFQ – cum - RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFQ – cum - RFP / work order.

For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.

2.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

2.3.6 An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

## **2.4 Preparation of proposal**

2.4.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ – cum - RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.4.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ cum - RFP Document.

2.4.3 The technical proposal should provide the documents as prescribed in clause 2.6. along with photocopy of PAN Card and latest income-tax return. No information related to financial proposal should be provided in the technical proposal.

2.4.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.

2.4.5 The Proposals must be digitally signed by the Authorized Representative (the “Authorized Representative”) as detailed below:

- (i) by the proprietor in case of a proprietary firm;
- (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (iii) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

2.4.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ – cum - RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.

2.4.7 **Financial proposal:** While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ – cum - RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, **excluding service tax**, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only service tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.4.8 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ – cum - RFP.

2.4.9 Applicants shall express the price of their services in Indian Rupees only.

## **2.5 Submission, receipt and opening of proposals**

2.5.1 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format [applicant\_name.document\_nature]. Applicant name should contain only first two words of its name.

2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details, Pre-Qualification, Technical and Financial proposal using his digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal (Pre-Qualification Proposal).

2.5.3 The Applicant shall submit his proposal in **four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal** respectively.

- 2.5.4 No proposal shall be accepted after the closing time for submission of Proposals.
- 2.5.5 After the deadline for submission of proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP details containing the Earnest Money Deposit, Technical and Financial Proposals shall remain closed.
- 2.5.6 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

## **2.6 Proposal Evaluation**

- 2.6.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria ("Shortlisted Applicant"), shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document.
- 2.6.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFQ – cum – RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

### **RFQ Stage**

- (i) The Pre-Qualification Proposal is received in the form specified in this RFQ cum-RFP;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it does not contain any condition or qualification; and
- (iv) it is not non-responsive in terms hereof.

### **RFP Stage**

#### **Technical Proposal**

- (i) the Technical Proposal is received in the form specified in this RFQ-cum-RFP;
- (ii) it is accompanied by the Earnest Money Deposit as specified in this RFQ-cum-RFP;
- (iii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iv) it does not contain any condition or qualification; and
- (v) it is not non-responsive in terms hereof.

#### **Financial Proposal**

- (i) The Financial Proposal is received in the form specified in this RFQ cum RFP;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;

- (iii) it does not contain any condition or qualification; and
- (iv) It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.6.3 As part of the evaluation, the Pre-Qualification Proposals submitted [**in Form 3A along with Form 3B and 3C**] should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal [**in Form 3F**] of such an Applicant will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal, Financial Proposal and Earnest Money Deposit will be not be opened after completion of evaluation of Pre-Qualification.

#### 2.6.4 Minimum Qualification Criteria

| S No | Minimum Qualification Criteria  | Document |
|------|---|----------|
| 1    | The IT Application Services Agency must have been in operation for a minimum of <b>5 years</b> , as on 1 <sup>st</sup> April 2015, in IT Application Services work, (supporting documents to be submitted).   | Form 3B  |
| 2    | The IT Application Services Agency must have a cumulative revenue from IT Application Services work of <b>Rs. 2.5 crore</b> and above in the last three financial years (2011-12, 2012-13, 2013-14). (A certificate from Chartered Accountant should be submitted). | Form 3C  |
| 3    | The IT Application Services Agency should have handled at least one IT Application Services account in any sector, with revenue of over <b>Rs. 25 lakh</b> , in any one of the last three years. (A certificate from Chartered Accountant should be submitted).     | Form 3C  |

2.6.5 **Technical Evaluation:** The evaluation committee (“Evaluation Committee”) appointed by the Client will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the Client may seek specific clarifications from any or all Agency(ies) at this stage. The Client shall determine the Agency that qualifies for the next phase after reviewing the clarifications provided by the Agency(ies). Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria

are:

| S No. | Evaluation Criteria   | Points     | Document |
|-------|---|------------|----------|
| A     | Vision and strategy presented for DIPP's portal <ul style="list-style-type: none"><li>- Understanding of components of the portal</li><li>- Strategy for data generations and analysis for handling the query routine</li></ul>                                   | 25         | Form 3G  |
| B     | Profile and track record of the agency, including experience of the agency in the fields related to data analytics, data mining and AI and self-learning software systems Profile of the agency including number of years' experience and existing works executed | 25         | Form 3H  |
| D     | Design and Concept for IT Security implications and implementation  | 10         | Form 3I  |
| F     | Credentials of IT Application Services team identified to work with DIPP  | 20         | Form 3J  |
| G     | Innovative ideas and suggestions presented  | 20         | Form 3K  |
|       | <b>Total</b>  | <b>100</b> |          |

The minimum technical score required to qualify technical evaluation is 60 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ – cum - RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals will remain unopened.

2.6.6 The proposal of the Agencies who have cleared the minimum qualification score shall be ranked on the basis of technical score (St) and their financial proposal will be opened.

2.6.7 **Financial Evaluation:** In this process, the financial proposal of the Agency declared qualified shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time may be sent by registered letter, facsimile, or electronic mail.

### 2.6.8 Selection Procedure

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

2.6.9 The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be issued the work order (the “Successful Applicant”)

### 2.7 Grant of Work Order

2.7.1 After selection, a Work Order will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 3 (three) days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

2.7.2 **Performance Security:** Performance Security equivalent to 15 (fifteen) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment.

## 2.8 **Confidentiality**

Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the work order.

## 2.9 **Fraud and corrupt practices**

2.9.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ – cum - RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFQ – cum - RFP, including consideration and evaluation of such Applicant’s Proposal.

2.9.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the work order or the Agreement, if an Applicant or IT Application Services Agency, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Agreement, such Applicant or IT Application Services Agency shall not be eligible to participate in any tender or RFQ – cum - RFP issued by the Client during a period of 2 (two) years from the date such Applicant or IT Application Services Agency, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

2.9.3.1 “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected



with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the

Project or the work order or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- a) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- c) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- d) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 2.10 Pre-Bid Meeting

2.10.1 Pre-Bid Meeting of the Applicants will be convened off-line at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant [In Form 3D].

2.10.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

## 2.11 Miscellaneous

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

2.11.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- 2.11.2.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- 2.11.2.2 consult with any Applicant in order to receive clarification or further information;
- 2.11.2.3 retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
- 2.11.2.4 independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.11.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.11.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the IT Application Services Agency, as the case may be, are to treat all information as strictly confidential.

Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to Client in relation to the assignment shall be the property of Client.

2.11.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## 2.12 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

|  |  |
|--|--|
| Date of issue of RFQ – cum – RFP   | <b>June 5<sup>th</sup>, 2015</b>                         |
| Last date for receiving queries/requests for clarifications                        | <b>June 10<sup>th</sup>, 2015</b>                        |
| Pre-Bid Meeting  | <b>June 15<sup>th</sup>, 2015</b>                        |
| Client’s response to queries/requests for clarifications                           | <b>June 18<sup>th</sup>, 2015</b>                        |
| Proposal Due Date  | <b>June 29<sup>th</sup>, 2015</b>                        |
| Opening of Pre-Qualification Proposals (after the bid submission time i.e. 3:00PM) | <b>June 30<sup>th</sup>, 2015</b>                        |
| Presentation by the Technically Qualified Applicants                               | <b>Date to be declared on June 30<sup>th</sup>, 2015</b> |

## 2.13 Data Sheet

| Reference          | Description   |
|--------------------|---|
| Section 1, Point 2 | The main objectives of the assignment are enhancement and maintenance of the 'Make in India' web portal ( <a href="http://www.makeinindia.com">http://www.makeinindia.com</a> ) including hosting and server management and updating and maintenance of the backend for interactive portal of DIPP hosting the same with an objective of collection of data and promotion of investors facilitation services and analyzing the response to the interactive portal on geographical spread, sector of interest and other factors identified by the Client.. |
| Section 1, Point 3 | The method of selection is Combined Quality and Cost Based Selection criteria using 70:30 weightage for quality and cost respectively.  |
| 2.1.1              | The name of Client is: "Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India"  |
|                    | The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.  |
| 2.2                | Clarification must be requested on or before <b>June 10<sup>th</sup>, 2015</b> . Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is:<br><br><b>Under Secretary (BE-II),<br/>DIPP<br/>Udyog Bhawan,<br/>New Delhi-110011<br/>Email: <a href="mailto:akmishra1958@yahoo.co.in">akmishra1958@yahoo.co.in</a> Fax: +91-11-2306 1711</b>  |
| 2.2.2              | Date & Time of pre bid meeting – <b>June 15<sup>th</sup>, 2015</b> at 11.00 am, at the Official Address:<br><br><b>DIPP, Udyog Bhawan, New Delhi-110011</b>   |
| 2.5.4              | The last date of submission of Proposal is <b>June 29<sup>th</sup>, 2015</b> before <b>3:00 pm</b> (IST). The proposal will be submitted on CPPP. The address for submission of EMD/Bank Guarantee (in original) is,<br><b>Under Secretary (BE-II),<br/>DIPP<br/>Udyog Bhawan,<br/>New Delhi-110011</b>   |
| 2.5.3              | Applicants must submit: <ul style="list-style-type: none"> <li>• EMD</li> <li>• Pre-Qualification Proposal</li> <li>• Technical proposal</li> <li>• Financial proposal</li> </ul>   |
| 2.4.9              | The applicant to state cost in Indian Rupees only.  |

### **Section 3. Pre-Qualification and Technical Proposal – Standard Forms**

|          |  |
|----------|--|
| Form 3A: | Pre – Qualification Proposal Submission Form   |
| Form 3B  | Self-certification of Operation for minimum 5 years  |
| Form 3C  | Format for Pre-Qualification Proposal (Average Annual Turnover of Applicant and one account handled) |
| Form 3D: | Format for Power of Attorney for Authorized representative   |
| Form 3E: | Format of Bank Guarantee for Earnest Money Deposit   |
| Form 3F: | Technical Proposal Submission  |
| Form 3G  | Vision and Strategy  |
| Form 3H  | Profile and track record of the agency   |
| Form 3I  | Design and Concept for IT Security implications and implementation                                   |
| Form 3J  | Team Composition   |
| Form 3K  | Innovative Ideas and Suggestions for campaign  |

## Form 3A: Pre-Qualification Proposal Submission Form

---

[Location, Date]

To  
Under Secretary (BE-II),  
DIPP  
Udyog Bhawan,  
New Delhi-110001

**RFQ – cum - RFP dated [date] for selection of IT Application Services Agency for [name of assignment]**

Dear Sir,

With reference to your RFQ – cum - RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

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

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the IT Application Services Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the IT Application Services Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RFQ – cum - RFP, including any Addendum issued by the Authority;

- b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum - RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ – cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the IT Application Services Agency, without incurring any liability to the Applicants.
  8. We declare that we are not a member of any other Consortium/JV applying for selection as a IT Application Services Agency.
  9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ – cum - RFP.
  11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
  12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of IT Application Services Agency or in connection with the selection process itself in respect of the above mentioned Project.
  13. We agree and understand that the proposal is subject to the provisions of the RFQ – cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
  14. We agree to keep this offer valid for 60 (sixty) days from the PDD specified in the RFQ – cum - RFP.

15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFQ – cum - RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

**Form 3B: Self-certification of Operating for minimum 5 years**

---

[Location, Date]

Here give a certificate that the IT Application Services Agency have been in operation for a minimum of 5 years as on 1<sup>st</sup> April, 2015 in providing IT Application Services.



**Form 3C: Format for Pre-Qualification Proposal (Cumulative Annual Turnover of Applicant and one IT application services account of over Rs. 25 lakhs handled)**

---

| <b>SN</b> | <b>Financial year</b> | <b>Revenue from IT Application Services (INR)</b> |
|-----------|-----------------------|---|
| 1.        | 2011-12               |   |
| 2.        | 2012-13               |   |
| 3.        | 2013-14               |   |
|           | Cumulative Turnover   |   |

**Certificate from the Statutory Auditor**

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

It is also certified that [name of the company] has handled IT application services assignment of [name of the client] with revenue of Rs..... from IT Application Services assignment work in the in year .....

Name of Authorized

Signatory Designation

Name of firm

Signature of Authorized

Signatory Seal of Audit

firm

**Note:**

1. In case the Applicant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.
2. Where accounts for year 2014-15 are finalized, these figures may be given for year 2012-13, 2013-14 and 2014-15.

### Form 3D: Format for Power of Attorney for Authorized Representative

---

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as IT Application Services Agency for [name of assignment], to be developed by DIPP (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

For [name and registered address of organization] [Signature]  
[Name]

[Designation]

] Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness]

Accepted

Signature] [Name]

[Designation]

[Address] Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostil certificate.

## Form 3E: Format of Bank Guarantee for Earnest Money Deposit

---

BG No.

Date:

1. In consideration of you, Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, Udyog Bhawan, New Delhi — 110 011 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [**Name of company**], (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as IT Application Services Agency for [name of assignment] pursuant to the RFQ – cum - RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as “RFQ – cum - RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ – cum - RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFQ – cum - RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFQ – cum - RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ – cum - RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ – cum - RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ – cum - RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFQ – cum - RFP Document including without limitation, failure of the said Bidder to keep its

Proposal valid during the validity period of the Proposal as set forth in the said RFQ – cum - RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ – cum - RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFQ – cum - RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ – cum - RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## Form 3F: Technical Proposal Submission Form

---

[Location, Date]

Under Secretary (BE-II),  
DIPP,  
Udyog Bhawan,  
New Delhi-110001

### **RFQ – cum - RFP dated [date] for selection for [name of assignment]**

Sir

,

With reference to your RFQ – cum - RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ – cum - RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ – cum - RFP.

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

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the IT Application Services Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the IT Application Services Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
  - a) We have examined and have no reservations to the RFQ – cum - RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum - RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ – cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the IT Application Services Agency, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ – cum - RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of IT Application Services Agency or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RFQ – cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.



14. We agree and undertake to abide by all the terms and conditions of the RFQ – cum - RFP Document.

We remain, yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

## Form 3G: Vision and Strategy for DIPP's Portal

---

[Location, Date]

Here provide vision and strategy presented for DIPP's portal

- Understanding of components of the portal
- Strategy for data generation and analysis
- Strategies for handling and updating the query routine

## Form 3H: Profile and track record of the agency

---

[Location, Date]

- Brief Profile of Agency (in one page)
- Number of offices with locations
  - In India
  - Overseas
- Number of employees
  - In India
  - Overseas
- Details of Partners / Affiliates / Associates
  - In India
  - Overseas
- In-house facilities including different units / divisions within the Agency
- Sources through which the Agency will access required inputs for the IT Application Services requirements of DIPP's portal
- Case Studies of large brands handled by the Agency, with focus on integration and delivery of above and below the line activities
- Case Studies of IT Application Services provided

## **Form 3I: Design and Concept for IT Security Implications and Implementation**

---

[Location, Date]

Here provide the Design and Concept for IT Security Implications and Implementation.

### Form 3J: Team Composition

---

Servicing and IT Application Services Team identified to Work with 'DIPP':

- (i) Name of Team Member
- (ii) Designation
- (iii) Work being handled
- (iv) Qualifications
- (v) Number of years of experience
  - (a) Total experience
  - (b) Experience in the Agency

**Form 3K: Innovative ideas and suggestions for campaign**

---

[Location, Date]

Here provide the details of the innovative ideas and suggestions for the campaign.

## Section 4. Financial Proposal – Standard Forms

---

Form 4A: Financial Proposal Submission Form

4B: Summary of Costs

## Form 4A: Financial Proposal Submission Form

---

[Location]

[Date]

To

Under Secretary (BE-II),  
DIPP,  
Udyog Bhawan,  
New Delhi-110001

Dear Sir,

**Subject: Services for [name of assignment].**

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Qualification – cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



**Form 4B: Summary of Costs**

---

| S. No.   | Particulars  | Cost    |         |         |
|--|--|---------|---------|---------|
|  |  | 2015-16 | 2016-17 | 2017-18 |
| (1)  | (2)  | (3)     | (4)     | (5)     |
| 1  | Self-learning query resolution system<br>(i) one-time costs;<br>(ii) monthly costs.  |         |         |         |
| 2  | Query tracking and resolution system<br>(i) one-time costs;<br>(ii) monthly costs.   |         |         |         |
| 3  | User behaviour and analytics platform<br>(i) one-time costs;<br>(ii) monthly costs.  |         |         |         |
| 4  | Cost of new modules<br>(i) Automatic FAQs;<br>(ii) Blogs and Forums;<br>(iii) Testimonial section;<br>(iv) Country specific landing pages;<br>(v) Newsletter section along with monthly costs. |         |         |         |
| 5  | Website hosting and server management<br>(i) one-time costs;<br>(ii) monthly costs.  |         |         |         |
| 6  | Server configuration<br>(i) one-time costs;<br>(ii) Monthly costs.   |         |         |         |
| 7  | CMS Setup<br>(i) one-time costs;<br>(ii) monthly costs.  |         |         |         |
| Year-wise total of costs                                   |  |         |         |         |
| Service tax  |  |         |         |         |
| Total cost   |  |         |         |         |
| <b>Grant total for three years (excluding service tax)</b> |  |         |         |         |
| <b>Grant total for three years (including service tax)</b> |  |         |         |         |

2. Service tax would be payable at the applicable rates as may be in force from time to time.
3. The engagement shall be up to 31<sup>st</sup> March, 2018 with a review at the end of second year (for component starting from 1<sup>st</sup> April, 2017)

**For Financial Evaluation, the total fee for the year 2015-16 to 2017-18 will be considered.**

This Fixed Annual Fee will cover costs/expenses of the IT Application Services Agency for undertaking work as detailed in the Scope of Work.

Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper. This break-up of individual costs will **not** be considered for financial evaluation. This will, however, be considered for making payments on completion of each component.

While submitting the break-up of costs, separate costs should be indicated for the following Deliverables/Activities and for every year. Any component of cost which is to be paid on a monthly basis should be clearly indicated. No monthly payment for any resource will be made unless its clear allocation to the project is established to the satisfaction of DIPP:

1. Self-learning query resolution system
  - a. one-time costs;
  - b. Monthly costs.
2. Query tracking and resolution system
  - a. one-time costs;
  - b. Monthly costs.
3. User behavior and analytics platform
  - a. one-time costs;
  - b. Monthly costs.
4. Cost of new modules
  - a. Automatic FAQs;
  - b. Blogs and Forums;
  - c. Testimonial section;
  - d. Country specific landing pages;
  - e. Newsletter section along with mmonthly costs.
5. Website hosting and server management
  - a. one-time costs;
  - b. Monthly costs.
6. Server configuration
  - a. one-time costs;
  - b. Monthly costs.
7. CMS Setup
  - a. one-time costs;
  - b. Monthly costs.

## Section 5. Terms of Reference

### Scope of Work

The **Scope of work** of the Agency, during the year 2015-18 will include enhancement and maintenance of the 'Make in India' web portal (<http://www.makeinindia.com>) including hosting and server management and updating and maintenance of the backend for interactive portal of DIPP hosting the same with an objective of collection of data and promotion of investors facilitation services and analyzing the response to the interactive portal on geographical spread, sector of interest and other factors identified by the Client..

The elements of the scope are defined as follows:

#### **1. Self-Learning Query Resolution System**

- 1.1. Iterative Development and maintenance of automatic query resolution plugin for the interactive website
- 1.2. Improvement and enhancement of Query resolution system through the Artificial Intelligence Engine
- 1.3. Enhancement of Query search for investor on website, finding answers to the suggested questions using self-learning algorithm and option for investor to contact back-end query team.
- 1.4. Feeding of validated information into FAQ (frequently asked questions) database

#### **2. Query Tracking and Resolution System – maintenance & modification to system & Add-on Reporting Module & Charts**

- 2.1. Maintenance of existing Query Resolution System
- 2.2. Development of reporting modules in accordance with requirements of the Client.
- 2.3. Creation of facility to create tags for tickets to identify sector, state of investment, origin country, product etc. for classification of tickets;
- 2.4. Some of the examples of the possible tags are as below:
  - ✓ Sector : Field has multiple Sectors
  - ✓ State for investment : Field has All Indian States & union territories
  - ✓ Origin of investment : Field has All Countries
  - ✓ Type of investor : Investors are of following categories
    - Company
    - Individual
    - NRI
    - PIO
  - ✓ Type of Query : Query are of following categories
    - Land Requirement
    - Policy
    - Request for meeting
  - ✓ Quantum of investment : Value Field & Currency Field
    - Currency are of following Categories :- USD /INR/EUR/GBP
  - ✓ Set Reminder

- 2.5. Creation of facility to assign progress to tickets from investment proposal to implemented level;
- 2.6. Creation of mechanism to automatically route tickets to officer concerned using predefined business rules and option of assigning priority;

### **3. User Behavior and Analytics Platform**

- 3.1. Development of mechanism to capture real-time user behavior on the interactive portal and providing finding and suggested action points;
- 3.2. Creation of custom dashboard for such analysis;
- 3.3. Recording and analyzing the IPs of all visitors to provide geographical profile of visitors of interactive portal. Showing geo-location of the visitors on world map;
- 3.4. Analysis of pages viewed and time spent by visitor on interactive portal and individual pages and suggesting course of action on the basis of these analytics;
- 3.5. Analysis of traffic generated through different campaign assets and its behavior on the interactive portal to assess effectiveness of individual assets or campaign and its comparison with analysis of organic traffic;

### **4. Modules to be added in New Portal**

- 4.1. Facility to automatically add FAQs on the basis of questions frequently generated by users.
- 4.2. Blogs, Forums and Newsletters
- 4.3. Testimonial section with provision to add text, images and videos testimonial and social media integration.
- 4.4. Creation of country specific landing pages.
- 4.5. Input forms to get users' information and interests and various sections to be included.
- 4.6. User subscription options to subscribe to specific industry.
- 4.7. Creation and broadcast of weekly/monthly newsletters.

### **5. Web-site hosting and Server Management**

- 5.1. Set up the interactive portal, the auto-query resolution solution and the query tracking solution along with analytical database for behavior analytics and query handling;
- 5.2. Maintenance of the hosting environment;
- 5.3. Facilitating right solution for environment hosting;
- 5.4. Ensuring robustness of the system to handle at least 60,000 concurrent users and bandwidths for 5,000 concurrent users of video data.
- 5.5. Ensuring flexible hosting structure to facilitate expansion of configuration to handle temporary increase in resource consumption and also expansion of dynamic content such as infographics, HD videos, interactive maps etc.
- 5.6. Providing load balancing solutions to ensure stability of the interactive portal;
- 5.7. Highly secured coding standard to be followed, both at front end level and database level.
- 5.8. Data communication from server to client should happen only in encrypted mode.

## **6. Server Configuration**

- 6.1. The Web portal should be hosted on a highly scalable and secure cloud infrastructure;
- 6.2. Cloud infrastructure should have a proven track record of hosting high-traffic web-portals with similar technology platforms;
- 6.3. Highly secured environment and multiple layers of hardware and software firewalls;
- 6.4. It should have data-centers at multiple geographical locations to remain available despite any disaster at a single location;
- 6.5. Organization providing hosting, maintenance and support of web-portal should have proven track record and demonstrable expertise on the chosen cloud infrastructure to host similar high-traffic web-portals;
- 6.6. They should also be capable of providing:
  - 6.6.1. Auto-Scaling (Automated increase/decrease of servers hosting web-portal as per demand)
  - 6.6.2. High Availability
  - 6.6.3. High Throughput and responsiveness
  - 6.6.4. Seamless video streaming through dedicated CDN(Content Delivery Network)
  - 6.6.5. Load Balancer

Following are some of the services to be provided by hosting provider on regular basis:

- 24x7 server monitoring and issue resolution
- 24x7 support for any production issues
- Regular back-ups of all related data
- Regular application updates to web-portal
- Support and optimization of underlying databases(three can be a combination of RDBMS and No-SQL Databases)

## **7. CMS setup**

- 7.1. Maintenance of the website on current framework
- 7.2. Ability to upgrade to a new framework keeping the website dynamics in mind
- 7.3. The CMS must be scalable and should support any custom requirement in future

## **8. Other activities**

- 8.1. IT Application Services Agency will be required to interact with the Creative Agency selected by DIPP to ensure interactive web portal <http://makeinindia.com> work seamlessly and contents of Creative Agency and IT Application Services Agency are properly blended.
- 8.2. IT Application Services Agency will be required to interact with 'Invest India' to obtain necessary content on FAQs, newsletters and other components. No content shall be hosted unless the same is cleared by the Nodal Officer appointed by DIPP for this purpose.

**Terms of Payment to the Selected Agency will be as given in Clause 3.5 of the work order.**

**Section 6. Standard Form of Work Order**

STANDARD FORM OF WORK ORDER  
FOR APPOINTMNET OF IT  
APPLICATION SERVICES AGENCY

Between

[Name of client]

[Name of IT APPLICATION SERVICES AGENCY]

[Date]

## I. Form of Work Order

---

Work order to undertake [name of assignment]

The Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India, Udyog Bhawan,, New Delhi-110001, India, hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a) requested the IT Application Services Agency to provide certain services as defined in this work order (hereinafter called the “Services”); and
- b) The IT Application Services Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the Client and the IT Application Services Agency shall be as set forth in the work order; in particular:
  - a) The IT Application Services Agency shall carry out the Services in accordance with the provisions of the work order; and
  - b) Client will make payments to the IT Application Services Agency in accordance with the provisions of the work order.

### 3 Commencement, completion, modification and termination of work order

- 3.1.1 Effectiveness of work order: This Work order shall come into effect on the date the work order is assented to by the IT Application Services Agency, or such other date as may be stated.
- 3.1.2 **Commencement of Services:** The IT Application Services Agency shall commence the Services from any date notified by the Client.
- 3.1.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- 3.1.4 **Modification:** Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.

### 3.1.5 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe,

epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

**3.1.5.1 No Breach of Work Order:** The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

**3.1.5.2** Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

**3.1.6 Extension of Time:** Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**3.1.7 Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the IT Application Services Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

## **3.2 Termination**

**3.2.1 By the client:** The Client may, by written notice of termination of 30 days to the IT Application Services Agency, terminate this Work order, after the occurrence of any of the events specified in this clause:

- a) if the IT Application Services Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- b) if the IT Application Services Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the IT Application Services Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) if the IT Application Services Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) if the IT Application Services Agency submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the IT Application Services Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f) if the IT Application Services Agency, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;



- g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Work order.

**3.2.2 Payment upon termination:** Upon termination of this Work order, the Client will make the following payments to the Consultants:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Work order is terminated pursuant to Clause 3.2.1a), b), d), e) or f), the IT Application Services Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The IT Application Services Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

**3.2.3 Disputes about Events of Termination:** If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3.3 Obligations of the IT Application Services Agency**

**3.3.1 General:** The IT Application Services Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The IT Application Services Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

#### **3.3.2 Conflict of interest**

**3.3.2.1 Prohibition of Conflicting Activities:** Neither the IT Application Services Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and
- b) after the termination of this work order, such other activities as may be specified.

**3.3.3 Confidentiality:** The IT Application Services Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.

**3.3.4 Documents Prepared by the IT Application Services Agency to be the Property of the Client:** All designs, reports, other documents and software submitted by the IT Application Services Agency pursuant to this work order shall become and remain the property of the Client, and the IT Application Services Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the Client, together with a detailed inventory thereof. The IT Application Services Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

**3.3.5 Liability of the IT Application Services Agency:** Subject to additional provisions, if any, in this work order the IT Application Services Agency's liability under this Work order shall be as provided

by the Applicable Law.

**3.3.6 Professional Liability Insurance:** IT Application Services Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by IT Application Services Agency 's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, sufficient to cover such a liability.

### **3.4 Obligations of the client**

**3.4.1 Assistance and Exemptions:** the Client will use its best efforts to ensure that the Government will provide the IT Application Services Agency with work permits and such other documents as necessary to enable the IT Application Services Agency to perform the Services:

**3.4.1.1** issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

### **3.5 Payments to the IT Application Services Agency**

**3.5.1 Advance payment will not be considered.**

**3.5.2** The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills as well as technical certificate for completion of the assignment/activity for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month. The payments shall be linked to deliverable and shall be released after technical acceptance by the Client. Wherein, with respect to any component of service, no specific and separable deliverable can be identified, or where the period of entire component exceeds more than six months, payments for such component shall be made in equal monthly installments, subject to obtaining a certificate of satisfactory progress from the Client. Payments are to be made 30 days after delivery subject to such technical acceptance.

**3.5.3** The final payment shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by 'DIPP'.

**3.5.4** The Service Tax/ VAT shall be paid as applicable.

**3.5.5** For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

**3.5.6** Currency: The price is payable in local currency i.e. Indian Rupees.

**3.5.7** Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

### **3.6 Settlement of disputes**

**3.6.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

**3.6.2 Disputes Settlement:** Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30) days after receipt by one Party of the

other Party's request for such amicable settlement may be submitted by either Party for arbitration to a mutually agreeable arbitrator.

### **3.7 Responsibility for accuracy of project documents**

#### **3.7.1 General**

3.7.1.1 The IT Application Services Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

### **3.8 Liquidated damages**

3.8.1.1 If the selected Consultant fails to complete the Assignment, within the period specified under the work order, or in case of underperformance and undue delays in performance by the agency, the Performance Guarantee is liable to be forfeited besides other action, including blacklisting of the agency, as may be deemed fit by 'DIPP'.

## **4 Miscellaneous**

### **4.1 Assignment and Charges**

4.1.1 The Work order shall not be assigned by the IT Application Services Agency save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

4.1.2 The Client is entitled to assign any rights, interests and obligations under this Work order to third parties.

4.1.3 **Indemnity:** The IT Application Services Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the IT Application Services Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the IT Application Services Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work order (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the IT Application Services Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the IT Application Services Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

4.1.4 **Notices:** Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 **Severability:** If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the

remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

**4.1.6 Professional Liability Insurance:** IT Application Services Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by IT Application Services Agency 's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the IT Application Services Agency hereunder or (ii) the proceeds, the IT Application Services Agency may be entitled to receive from any insurance maintained by the IT Application Services Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

#### **4.1.7 Performance security**

**4.1.7.1** The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order, in the form set out in this work order, in an amount equal 15 (fifteen) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to **15 (fifteen) percent** of the total cost of Financial Proposal under this Assignment.

**4.1.7.2** The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.}

**4.1.7.3** The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the IT Application Services Agency of its obligations under this Work order until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Client will refund to the IT Application Services Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the IT Application Services Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 60(Sixty) Days from the date of completion of the services.

**5** The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) the Consultant becomes liable to pay penalty;
- b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.1 of this Work Order;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the

Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.

## **Annexure A: Form of Bank Guarantee for Performance Security**

---

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank) Ref.:

Bank Guarantee:

Date: Dear Sir,

In consideration of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of IT Application Services Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'IT Application Services Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of Client's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the IT Application Services Agency, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Work order') and the IT Application Services Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the IT Application Services Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the IT Application Services Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the IT Application Services Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the IT Application Services Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the Client and the IT Application Services Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the IT Application Services Agency and notwithstanding any security or other guarantee that the client may have in relation to the IT Application Services Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the IT Application Services Agency /the Bank or any absorption, merger or amalgamation of the IT Application Services

Agency /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of IT Application Services Agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No. Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.