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

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APPOINTMENT OF CONSULTING AGENCY

FOR

A DETAILED PROJECT REPORT ON SETTING UP OF/ MIGRATING TO A FULLY INTEGRATED SINGLE WINDOW ONLINE SYSTEM FOR INTERNATIONAL TRADE

REQUEST FOR PROPOSAL

MARCH 2017

NOTICE INVITING - REQUEST FOR PROPOSAL

DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION

REQUEST FOR PROPOSAL (RfP) FOR "A DETAILED PROJECT REPORT ON SETTING UP OF/ MIGRATING TO A FULLY INTEGRATED SINGLE WINDOW ONLINE SYSTEM FOR INTERNATIONAL TRADE"

The Government of India intends to set up an online fully integrated Single Window system for comprehensively providing all information and services to importers & exporters relating to the entire canvas of International Trade, inter-alia, involving all EXIM approvals/ clearances/ trade agreements for import and exports of goods, including those related to accessing benefits under export promotion and export incentive schemes, across regulatory / service provision agencies / entities including, but not confined to, Customs, Central Excise / GST, State VAT / GST, Central Board of Direct Taxes, Directorate of General Foreign Trade, Food Safety and Standards Authority of India (FSSAI), Animal / Plant Quarantine, Drug Controller, Wireless Planning & full Coordination Division, approval agencies for Special Chemicals, Organisms, Materials, Equipment and Technologies (SCOMET) / licensed / restricted / prohibited goods, Seaports, Airports, Inland Container Depots (ICDs)/ Container Freight Stations (CFSs), Carriers, Agents, Banks, Reserve Bank of India, Atomic Energy Regulatory Board (AERB) etc.

An indicative list, not confined to, of Ministries/Departments/Agencies offering clearances/NOCs required for import and export of goods is enclosed as **Annexure-B** of RfP document.

The proposed single window project would allow importers and exporters the facility to lodge their applications / clearance documents and obtain all necessary approvals / benefits electronically at a single point only in a digital paperless mode without any requirement of physical submission. Required permissions, if any, including port/ shipping carrier from other regulatory agencies would be obtained online without the trader having to approach these agencies. This would eliminate multiple interface with Government agencies, dwell time, track goods/ delivery from door to door and the cost of doing business.

In this regard, DIPP intends to on-board a reputed consulting agency to carry out a detailed study of different functionalities currently provided under the foreign trade umbrella across departments and identify gaps in integration that are found desirable to bridge and recommend specific actionable steps for achieving the proposed integration under single

portal through suitable transformation / migration / upgradation, without disrupting the activity levels happening or which is in pipeline under each system, also utilizing the existing IT assets across departments. The recommended optimal integration option and associated migration / upgradation path shall be based on an examination of the pros and cons for India of different models of global best practice in vogue across the world. In this regard, the agency shall study at least 3 countries with similar scenario as compared to India in terms of rules & regulations and examine their faster approval mechanism.

The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfP document uploaded on the website: http://eprocure.gov.in, http://dipp.nic.in.

Interested applicants are requested to submit their responses to the "RFP" on Central Public Procurement Portal (http://eprocure.gov.in) on or before 10th April 2017 at 03:00 PM.

The submissions must be addressed to:

Director (BE-I),
Department of Industrial Policy and Promotion
Ministry of Commerce & Industry, Government of India
Udyog Bhawan
New Delhi-110011

Disclaimer

1. This 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 RfP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RfP.

2. DIPP does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RfP document and it is not possible for DIPP to consider particular needs of each party who reads or uses this document. 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 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 RfP document, any matter deemed to form part of this RfP document, the award of the Assignment, the information and any other information supplied by or on behalf of DIPP or their employees, any Consulting 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 RfP.

4. DIPP will not be responsible for any delay in receiving the proposals. The issue of this 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 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 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/ cancel any or all provisions of this RfP document. Such revisions to the RfP / amended RfP will be made available on the website of DIPP and/ or CPPP portal.

Section 1. Letter of Invitation

New Delhi

Date: March____, 2017

1. Introduction

1. It is well established that higher levels of Trade activities give a boost to the economy, create wealth, provide employment and lead to improved standards of living. Therefore, it is imperative for any country that aspires to benefit from the Trade activities and have a larger share of the World trade, to improve its trading environment and facilitate trading. In recent times India has come down from the heights it had achieved in its glorious past and presently India's total share in global merchandise trade is only 1.7 %.
2. 'Doing Business' (DB) Report published every year by World Bank assesses and recommended largely on process simplification, weeding out of unnecessary documents, integrating and automating procedures across the Departments/Agencies involved and to minimise human interface, with 24x7 online operations and handling of consignments.
3. The rank of India out of 189 economies on 'Trading Across Borders' indicator of 'Doing Business' report for 2015, 2016 and 2017 is declining as 126, 144 and 143 respectively. The ranking on 'Trading Across Borders' indicator is done by the World Bank on the basis of 3 parameters, namely (i) Number of documentary compliance required for Export/Import, (ii) Time taken in the process of Export/Import and (iii) Cost of exporting/importing a consignment.
4. Taking cognizance of India's relatively poor ranking in DB 2014 Report, DEPARTMENT OF INDUSTRIAL POLICY & PROMOTION set up an Inter-Ministerial Committee under the Chairmanship of Director General Foreign Trade (DGFT) vide OM 01/02/36/AM-15 dated July 15, 2014 to analyse the status of various mandatory documents required for export/import and to give recommendations about possible reduction in their numbers. The recommendations will not only improve its export related procedures but also import procedures, as a very large part of Indian exports is dependent on imports and therefore higher transaction costs, time and number of documents for import also adversely affect India's trade and manufacturing competitiveness.
5. Hon'ble Finance Minister (FM) in his budget speech spoke about implementing Single Window Project, "Under this, importers and exporters would lodge their clearance documents at a single point only. Required permissions, if any, from other regulatory agencies would be obtained online without the trader having to approach these agencies". This would reduce interface with governmental agencies, dwell time and the cost of doing business.

6. Accordingly, Government of India intends to launch 'Single Window Online System for International Trade' to create a strong eco-system in the country by enabling any exporter or importer to avail seamless information and services for international trade of all products.

2.0 Objectives

The main objective of the assignment is to submit a detailed project report (DPR) to set up an online fully integrated Single Window System to provide comprehensive information and services to importers & exporters relating to the entire canvas of International Trade which will eliminate multiple interfaces with Government agencies, reduce documentary compliances, time and cost for importing and exporting of products.

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3.0 A Consulting Agency will be selected as per Quality cum Cost Based Selection (QCBS) process.

4.0 The 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 RfP is: www.dipp.nic.in (the "Official Website") along with Central Public Procurement Portal (eprocure.gov.in/eprocure/app).

Yours sincerely,

Director (BE-I)
Department of Industrial Policy & Promotion,
Ministry of Commerce and Industry,
Udyog Bhawan, New Delhi

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 Consulting Agency shall be on the basis of an evaluation by Client through the selection process specified in this 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 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 Consulting Agency. The Consulting Agency shall carry out the assignment in accordance with the Terms of Reference of RfP (the —TOR).

2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this 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 interest’s 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 for 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 Arbitration: 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 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, 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). Original EMD is to be deposited at DIPP. **No proposal shall be accepted in any other form and shall be summarily rejected.** The submissions for Pre-Qualification shall be evaluated first as specified in this RFP. Subsequently the technical evaluation as specified in this 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 Applicant securing the highest rank will be opened.

2.1.10 The evaluation will be done in accordance with 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 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 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 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 there under;

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 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 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 RfP documents

Applicants may seek clarification on this RfP document, within five (5) days of the date of issue of this RfP document. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the Client‘s email address (mentioned below) and through post to client’s office addressed to:

Director,
Room No. 252-A,
Department of Industrial Policy and Promotion
Ministry of Commerce & Industry, Government of India
Udyog Bhawan
New Delhi-110011
Email: reetuj@gov.in

The Client will endeavour to respond to the queries prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website and/or on the Central Public Procurement Portal 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 RfP documents by an amendment. Only the amendments/ corrigenda posted on the Client‘s Official Website shall be valid. In order to afford the Applicants a reasonable time for taking an amendment into account, 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 through 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.

2.3 Earnest Money Deposit

2.3.1 A Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of **Pay and Account Officer, DIPP, New Delhi**‘, payable at New Delhi, for the sum of Rs 2,00,000/- (Rupees Two 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. **This envelope shall be delivered to DIPP in physical form before the Proposal Due Date.** In addition, a scanned copy (in pdf

format) shall also be uploaded on 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 in accordance with provision of the 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 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 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 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 RfP or is found to have made a false representation to Client.

Performance Security equivalent to the amount indicated in this RfP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the 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 120 (One Twenty) 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 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 RfP Document.

2.4.3 The technical proposal should provide the documents as prescribed in this RfP. 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 pre-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;

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 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 RfP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes (except service tax) 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.) and their transportation 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 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 [form_name.applicant_name]. Applicant name should contain only first two words of its name. Proposal received in any other manner shall be summarily rejected.

2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details, Pre-qualification, Technical and Financial proposal using 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, on e-procurement portal**.**

2.5.4 No proposal shall be accepted after the closing time for submission of Proposals.

2.5.4.1 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 Technical and Financial Proposals shall remain sealed.

2.5.5 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 submitted (Form 3A – 3D) 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 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 RfP document.

2.6.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the 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:

Pre-qualification

(i) The client will satisfy itself that the applicants meets the minimum qualifications prescribed before evaluating technical and financial proposals.

Technical Proposal

(i) the Technical Proposal is received in the form specified in this RfP;
(ii) it is accompanied by the Earnest Money Deposit as specified in this 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 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 should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

2.6.4 Minimum Qualification Criteria

S No	Minimum Qualification Criteria	Document
1	Consulting Agency Bidder should be a registered firm/ company/ partnership.	Form 3B
2	Consulting Agency Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India.	Form 3B
3	Consulting Agency Bidder should have average turnover of Rs. 15 crore per year in the last three years from consultancy services.	Form 3C
4	Consulting Agency Bidder should have experience (completed/ ongoing) related to import/export activity Central / State department in India or abroad in last 5 years.	Form 3D

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. Each evaluated Proposal will be given a technical score as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Main Criteria and Weights	Sub-criteria	Sub-Weight
Experience- (40 Marks)- Form 3D	Experience of consulting/executing projects for conceptualization/ carrying out studies/preparation of DPR/RFP of Central/ State Govt. related to import/export of the products across world.	30
	Experience of consulting projects related to Business Process reengineering in Central/State Government Departments related to internal/external trade.	10
Qualification of Personnel- (30 marks)- Form-3H	Qualification, skills and experiences of Project Manager - • Essential Education Qualification (BE/B.Tech/ Commerce/ LLB/ CA/ CS/ Economics and MBA/PGDBA or equivalent) • Minimum Experience: 10 years • Experience as Project Manager: 5 years in related field	10
	Qualification, skills and experiences of Team members – • Essential Education Qualification (BE/B.Tech/ Commerce/ LLB/ CA/ CS/ Economics and MBA/PGDBA or equivalent • Minimum Experience: 5 years in related field (Total number of resources should be identified by agency)	20
Understanding of the project and suggested approach and methodology (20 marks)	Understanding of the project and suggestive methodology including work plan (The Consulting Agency may detail out above items in line with Section 5, page 39, Terms of Reference of this RFP)	20
Technical Presentation (10 marks)	Presentation on technical response	10
Total		100

*The team along with the Project Manager shall be stationed at DIPP during the contract period.

A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RfP Document and the Terms of Reference.

2.6.6 **Final selection:** The final selection of the consultant would be based on QCBS (Quality-Cum Cost Based Methodology). The technical score would be calculated for each applicant by the client and all the applicants who get at least 70 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation. The financial score would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this. Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 70:30. The applicant with the highest weighted score would be awarded the contract.

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 in full or to the extent of mutually agreed 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 120 (One Twenty) 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 Contract cancellation alongwith forfeiture of Performance Guarantee

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 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 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 Consulting 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 Consulting Agency shall not be eligible to participate in any tender or RfP issued by the Client during a period of 2 (two) years from the date such Applicant or Consulting 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.

2.10.2 During Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavor to provide clarifications (posted on the website) 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 Consulting 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 RFP	15-March-17
Last date for receiving queries/requests for clarification	22-March-17
Pre-bid meeting	27-March-17 at 11:00 AM
Client's response to queries/requests for clarification	31-March-17
Proposal due date	10-April-17 at 03:00 PM
Opening of pre-qualification proposal	12-April-17 at 04:00 PM
Presentation by the applicants meeting the pre-qualification criteria	17-April-17 at 11:00 AM
Opening of financial bid	20-April-17 at 03:00 PM

*Applicant may note that the venue and time of opening of financial bid shall be posted on official website of client after presentation by applicants.

2.13 **Data Sheet**

Reference	Description
Section 2, Point 2.1.1	The name of Client is: “Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India”
Section 2, point 2.1.1	A Consulting Agency will be selected as per Quality cum Cost Based Selection (QCBS) process.
2.2.2	Date & Time of pre bid meeting – **27th March, 2017 at 11.00 AM,** at Room No. 352, Department of Industrial Policy & Promotion, Udyog Bhawan, New Delhi-110011
2.1.2	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date (PDD).

2.2	Clarification must be requested on or before 22nd March, 2017. 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: Director, Room No. 252-A, Department of Industrial Policy and Promotion Ministry of Commerce & Industry, Government of India Udyog Bhawan New Delhi-110011 Email: reetuj@gov.in
2.4.6	The last date of submission of Proposal is 10th April, 2017 before 15:00 Hours (IST). The proposal will be submitted on CPPP. The address for submission of EMD/Bank Guarantee is: Director, DIPP Udyog Bhawan, New Delhi
Form 4A and 4B	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 Minimum Eligibility and of not being blacklisted
Form 3C: Average Annual Turnover of Applicant
Form 3D: Format for highlighting relevant experience
Form 3E: Format of Bank Guarantee for Earnest Money Deposit
Form 3F: Technical Proposal Submission
Form 3G: Profile of the agency
Form 3H: Format for CV of the professional staff proposed
Form 3I: Understanding of the project and proposed methodology

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To
Director,
DIPP
Udyog Bhawan,
New Delhi-110011

RfP dated [date] for selection of Consulting Agency for [name of assignment]

Dear Sir,

With reference to your 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 Consulting 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 Consulting 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 RfP, including any Addendum issued by the Authority;

(b) We do not have any conflict of interest in accordance with the terms of the 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 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 Consulting 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 we have not 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 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 Consulting 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 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. We agree to keep this offer valid for 60 (sixty) days from the Proposal Due Date (PDD) specified in the RfP.

14. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

15. 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.

16. We agree and undertake to abide by all the terms and conditions of the RfP Document.

We remain,

Yours sincerely,

Authorized signature
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 Minimum Eligibility and of not being blacklisted

[Location, Date]

Here give a certificate that the Consulting Agency is a registered firm and has not been blacklisted by any Central/ State/ Public Sector undertaking in India.

If at any time it is found out that the Consulting Agency did not had the capabilities as enumerated above, DIPP may put the Consulting Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty

Kindly provide supporting documents.

Form 3C: Average Annual Turnover of Applicant

S.No.	Financial years	Revenue (INR)
1.	2013-14	
2.	2014-15	
3.	2015-16	
	Average Annual Turnover	

Kindly provide supporting balance sheets/ P&L statements / statutory auditor certificate.

Form 3D: Format for highlighting relevant experience

Assignment Name:	Approx. value of the Contract
Country: Location within the Country:	Duration of assignment (months):
Name of Client:	Total number of staff-months:
Address of Client:	Completion Date (Month/Year)
Name of Project Manager involved and functions performed:	
Name of 5 professionals and qualification details:	
Description of Actual Services Provided by Your Staff:	

*Kindly provide supporting documents such as contract/work order copy etc.

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 Consulting Agency for [name of assignment] pursuant to the 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 — 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 RfP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the 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 fulfil or comply with all or any of the terms and conditions contained in the said RfP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the 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 fulfilment and compliance with the terms and conditions contained in the 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 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 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 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 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 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 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 Gua
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing
  mentioned on the covering letter of issuing Branch.

Form 3F: Technical Proposal Submission Form

[Location, Date]

Director (BE),
DIPP,
Udyog Bhawan,
New Delhi-110011

RfP dated [date] for selection for [name of assignment]

Sir,

With reference to your 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 RfP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the 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 Consulting 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 Consulting 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 RfP, including any Addendum

issued by the Authority;

(b) We do not have any conflict of interest in accordance with the terms of the 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 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 Consulting 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 we have not 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 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 Consulting 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 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 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: Profile of Agency

[Location, Date]

- Brief Profile of Agency (in one page)
- Number of offices with locations in India

Form 3H: Format for CV of the professional staff proposed

1. Name				
2. Position:				
3. Date of Birth				
4. Education:				
5. Employment Record	**From**	**To**	**Company**	**Position Held**
6. Brief Profile	Year of experience etc.			
7. Countries of Work Experience				
8. Languages				

9. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned

Year:

Location:

Client:

Position Held:

Main features:

Activities Performed:

10. Certification

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

_____ ***Date:***_____

Signature of staff member/ Authorized signatory ***Day/Month/Year***

Form 3I: Understanding of the project and proposed methodology

- ☐ Understanding of the project
- ☐ Technical approach and methodology
- ☐ Work plan

No.	Activity	Time Period											
		1st	2nd	..	..	..	…	….	…	….	…	…	…

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

Director,
DIPP,
Udyog Bhawan,
New Delhi-110011

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 Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] (excluding service tax)

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

Item	**Cost for Consulting**	
	Amount in words	Amount in figures
Costs of Financial Proposal (including all other taxes)		
Total Cost		
Service Tax		
Total cost of Financial Proposal (including service tax)		

Service tax would be payable at the applicable rates as may be in force from time to time.

For Financial Evaluation, <u>the total fee for the period</u> will be considered.

Section 5. Terms of Reference

1. Principal Guiding Principal

The following are the guiding principal for conceptualization of the project:

- **Information Wizard –** This portal shall provide all information required for import and export related activities in the country. The information dissemination may be through a wizard, wherein, based on the activity i.e., import, location and commodity, the user will be provided with the list of all clearances, approvals, compliances, etc. which would be required.
- **Services –** The portal should also provide the facility to apply for entire gamut of services related to trade, i.e., registrations, licenses, compliance, clearance, etc., through a Composite Application Form and one-time payment. The consultant will provide solution for different level of computerization at Departments/ Agencies may be at two levels – Level 1 (L1) where the department's backend has been computerized and Level 2 (L2) where there is no computerization at the department's end to access the information and services of export and import.
- **Online Payment Gateway –** The system should calculate the tax, fees etc., required for all services related to registration, compliance and trade with all agencies/ department. Business process reengineering should be done to make the payment system easy and simple. All modes of payment i.e. Internet Banking, Credit Card, Debit Card and others would be allowed. The system should calculate and tell the user the required payment which has to be made, which will be further apportioned to all partner departments/ agencies as well as private operators in the field.
- **Paperless eco-system –** The system should be designed in such a way that users are not required to submit any physical copies of the documents and the entire processing of approvals, clearances, inspections etc., from the departments' side should be online.
- The above elaboration is indicative.
- The procured entity will be guided by the global best practice in terms of the scope of additional functionality envisaged in the recommended way forward.

2. Scope of work

1) Consultation with project Stakeholders:

The stakeholders involved with international trade functions are quite wide-ranging. It is necessary to adopt a consultative approach in designing any systems impacting the stakeholders. The consultation will be carried out with these stakeholders at the highest policy and field level to facilitate the creation of an enabling environment and infrastructure for accelerated growth of international trade.

The indicative list of services grouped along the various functional groups is as mentioned below:

- **E-delivery of services / clearances by community partners** like Customs and Custodians at Sea Ports, Airports and ICD/CFSs, to exporter, importer, agents, Central Excise / GST, State VAT / GST, CBDT, DGFT, FSSAI, Animal / Plant Quarantine, Drug Controller, Wireless

Planning & Coordination Division, approval agencies for SCOMET / licensed / restricted / prohibited goods, Carriers, Banks, RBI, AERB etc.

- **E-filing of export/import documents by exporter, importer, agents** etc. to Customs and Custodians at Sea Ports, Airports, Central Excise / GST, State VAT / GST, CBDT, DGFT, FSSAI, Animal / Plant Quarantine, Drug Controller, Wireless Planning & Coordination Division, approval agencies for SCOMET / licensed / restricted / prohibited goods, Carriers, Banks, RBI, AERB etc and ICD/CFSs.
- **Electronic exchange of documents between community partners** i.e. Customs and Custodians at Sea Ports, Airports, ICD/CFSs, Central Excise / GST, State VAT / GST, CBDT, DGFT, FSSAI, Animal / Plant Quarantine, Drug Controller, Wireless Planning & Coordination Division, approval agencies for SCOMET / licensed / restricted / prohibited goods, Carriers, Banks, RBI, AERB etc.
- **e-Payment by exporter, importer, agent**s for
    - Custom duties;
    - DGFT's license fee and
    - Charges (handling/freight, etc) of Custodians at Sea Ports, Airports, ICD/CFSs

An indicative list, not confined to, of Ministries/Departments/Agencies offering clearances/NOCs required for import and export of goods is enclosed as **Annexure-B**.

2) Study of existing processes, gap analysis

- The consultant will conduct detailed study covering current processes, gap analysis, business process re-engineering (BPR) required, inter agency business process re-engineering, data harmonization and operational modalities. This involves extensive interactions with community partners, but not limited to, like Customs, Directorate General of Foreign Trade, Seaports, Airports, ICDs/CFSs, Carriers, Agents, Banks etc and various inter/intra agency processes involved in export/import clearances and information of filing of returns & all services provided by agencies for export & import. Study will also capture the current level of ICT enablement of these community partners. The consultant will also study the recommendations of, but not limited to, UNCEFACT (UN Centre for Trade Facilitation and Electronic Business), Asia Pacific Council for Trade Facilitation (AFACT), Economic and Social Commission for Asia and the Pacific (ESCAP) on eTRADE issues.
- The solution overview of the proposed single window portal should contain Information Wizard with all information required for import and export related activities in the country for all products across States/ UTs. The information dissemination may be through a wizard, wherein, based on the activity i.e., import, location and commodity, the user will be provided with list of all clearances, approvals, compliance, returns/registrations etc., which would be required.
- The portal should also provide the facility to apply for entire gamut of services related to trade i.e., registrations, licenses, compliance, clearances, export promotion benefits etc., through composite application form and one-time payment.
- The system should also calculate tax, fees etc., required for all services related to registration, compliance and trade with all agencies/departments. BPR should be done to make the payment system easy and simple. All modes of payment i.e., Internet Banking, Credit Card and Debit Cards and others would be allowed. The system should calculate and inform the user the

required payment to be made, which will further be apportioned to all partner departments/agencies as well as private operators in the field.

- The system should be designed in such a way that users are not required to submit or collect any physical copies of the documents and the entire processing of approvals, clearances, inspections etc., from the Department/agency side should be online.
- The system should be efficient, transparent, secure delivery of services by trade regulatory/ facilitating agencies in 24X7 environments.
- The system should be designed to simplify procedures and reduce the transaction cost and time.
- The above elaboration is indicative.
- The procured entity will be guided by the global best practice in terms of the scope of additional functionality envisaged in the recommended way forward.

3) Study of 3 top Countries and Alternative Integration Models

The consultant will study of International Best Practices of top 3 Countries of 'Ease of Doing Business' Report of the World Bank on 'Trading across Borders' parameter, and also study of alternative models of IT enabled integration comprising the global best practice, to propose the optimal option for India based on a cost-benefit analysis of pros and cons across options.

4) Technology Solution without disrupting existing IT assets

- The Consultant will carry out a detailed study of different functionalities currently provided under the foreign trade umbrella across departments and identify gaps in integration that are found desirable to bridge and recommend specific actionable steps for achieving the proposed integration under single portal, **without disrupting the activity levels happening or which is in pipeline under each system and utilizing the existing IT assets across departments.**

5) Preparation of DPR and Deliverables

The consultant will develop the Detailed Project Report (DPR) with the action plan for transformation / migration / upgradtion of present practices to achieve the proposed complete / optimal integration of services under a single portal, without disrupting the activity levels happening under each system and utilizing exiting IT assets across departments. The DPR would also identify and suggest the phases and timeframe for implementation. The document will comprise:

- Formulating the complete scope of the project in terms of information wizard, services, service levels, 3 best practices similar to India in terms of regulations and interface with all external stakeholders required for export and import.
- Formulation of the solution requirements in terms of broad functional requirements, applications, networking, hardware etc.
- Formulation of the programme components for phasing the implementation, the capacity building requirements, the change management requirements etc.
- Formulation of the project financials – Capex & Opex with detailed break-up and year-wise cash outflow.

The following deliverables will be submitted from time to time during the assignment:

1. **Inception Report** – need assessment, assessment of the As-Is processes.
2. **Draft Detailed Project Report (DPR)** - recommendations for inter-agency business process re-engineering, assessment of IT infrastructure in the departments/ agencies, assessment of level of integration with these agencies and existing global best practices. The report would interalia include estimation of cost, risk assessment and allocation, financial viability of project, optimal value for money, methods of delivery and optimize the project structure under various implementation options.

3. **Final Detailed Project Report (DPR)**

These deliverables & action to be taken will be shared with DIPP immediately within 15 days of signing of Contract and timelines agreed within overall delivery timelines.

The selected Consultant will submit following Deliverables as part of Detailed Project Report to DEPARTMENT OF INDUSTRIAL POLICY & PROMOTION within a period of 4 months from the date of issue of the work order.

Section 6. Standard Form of Work Order

STANDARD FORM OF WORK ORDER FOR APPOINTMENT OF CONSULTING AGENCY

Between

[Name of client]

[Name of CONSULTING 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 Consulting Agency to provide certain services as defined in the General Conditions attached to this work order (hereinafter called the "Services"); and
b) The Consulting 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 Consulting Agency shall be as set forth in the work order; in particular:
   a) The Consulting Agency shall carry out the Services in accordance with the provisions of the work order; and
   b) Client will make payments to the Consulting 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 be effective from the date of issue by the client or date of receipt of the work order by the consulting agency.

3.1.2 Commencement of Services: The Consulting Agency shall commence the Services from the 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 fulfil 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.

3.1.6 No Breach of Work order: The failure of a party to fulfil 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.

3.1.7 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.

3.1.8 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.

3.1.9 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consulting 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 Any side (Client or the Consulting Agency) should be able to give notice of 3 months for the termination of Project. If the Agency decides to terminate the project, then the client will forfeit the Performance Guarantee.

3.2.2 By the client: The Client may terminate this Work order, written notice of termination to the Consulting Agency, to be given after the occurrence of any of the events specified in this clause:

a) if the Consulting 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) within fifteen (15) days, if the Consulting Agency become insolvent or bankrupt;

c) if, as the result of Force Majeure, the Consulting Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;

d) within fifteen (15) days, if the Consulting Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;

e) within seven (7) days, if the Consulting Agency submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consulting Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;

f) within seven (7) days, if the Consulting 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, within a period of fifteen (15) days‘ decides to terminate this Work order.

3.2.3 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 3.2.2 a), b), d), e) or f), the Consulting 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 merit 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 Consulting Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

3.2.4 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 . INTELLECTUAL PROPERTY

3.3.1 **Commission to own intellectual property created:** All rights to any intellectual property conceived or produced by the Consultant for the Client in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the Client from the date that property is created or developed and the Consultant waives in favour of the Client any moral rights that the Consultant may have.

3.3.2 **Existing intellectual property**: Despite anything to the contrary contained in this Agreement, it is understood and agreed that the Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Consultant prior to, or acquired by the Consultant during, the performance of this Agreement and the Consultant will not be restricted in any way with respect to the same.

3.3.3 **On termination or completion**: Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Consultant will deliver to the Client all information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Client.

3.4 Obligations of the Consulting Agency

3.4.1 General: The Consulting 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 Consulting 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.

3.4.2 Conflict of interest

3.4.2.1 Prohibition of Conflicting Activities: Neither the Consulting 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 Contact, such other activities as may be specified in the Contract.
c) during the term of this work order, the team members allotted by the Consulting Agency to this project may not work with any other Country on Ease of Doing Business.

3.4.3 Confidentiality: The Consulting Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or 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.

3.4.4 Documents Prepared by the Consulting Agency to be the Property of the Client: All designs, reports, other documents and software submitted by the Consulting Agency pursuant to this work order shall become and remain the property of the Client, and the Consulting 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 Consulting 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 Contract.

3.4.5 Liability of the Consulting Agency: Subject to additional provisions, if any, in this work order the Consulting Agency‘s liability under this Work order shall be as provided by the Applicable Law.

3.4.6 Professional Liability Insurance: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency 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 one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.5 Obligations of the client

3.5.4 Assistance and Exemptions: the Client will use its best efforts to ensure that the

Government will provide the Consulting Agency with work permits and such other documents as necessary to enable the Consulting Agency to perform the Services:

3.5.4.1 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;

3.6 Payments to the Consulting Agency

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

3.6.2 The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every quarter, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills (if required) as well as copies of the work/ material / produced during the quarter, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.

3.6.3 The final payment shall be released only after completion of the required work detailed in the RfP Document.

3.6.4 The Service Tax/ VAT shall be paid as applicable.

3.6.5 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.

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

3.6.7 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.

3.7 Settlement of disputes

3.7.1 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.

3.7.2 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 settlement in accordance with the provision specified in the Contract or all disputes shall be finally settled by Secretary DIPP.

3.7.3 Any grievance regarding penalty shall be first decided/resolved at Joint Secretary level and with final decision of Secretary DIPP, whose decision shall be final.

3.8 Responsibility for accuracy of project documents

3.8.1 General

3.8.1.1 The Consulting 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.

3.9 Liquidated damages

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

3.9.2 If any losses or damages are suffered by DIPP due to any negligent act of the Consulting Agency, the quantification of which may be difficult, then the amount specified hereunder shall be construed as reasonable estimate of the damages and both the Consulting Agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Work Order.

3.9.3 The liquidated damages shall be applicable under following circumstances:

a) If the deliverables are not submitted as per schedule as specified in Form 3I of the RfP; the Consulting Agency shall be liable to pay 2% of the total value of the contract for delay of each week or part thereof.

b) If the deliverables are not acceptable to DIPP and defects are not rectified to the satisfaction of DIPP within 30 days of the receipt of the notice, the Consulting Agency shall be liable for liquidated damages for an amount equal to 2% of the total value of the contract for delay of each week or part thereof.

3.9.4 The amount of liquidated damages under this Work Order shall not exceed 100% of the total value of the contract.

4 Miscellaneous

4.1 Assignment and Charges

4.1.1 The Work order shall not be assigned by the Consulting 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 Consulting 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 Consulting Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consulting

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 Consulting Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consulting 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 Contract. 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: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting 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 one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting 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 thirty (30) days prior to the date of expiry of the then existing bank guarantee, 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).

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 120 (One Twenty) 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 Consulting 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 Consulting 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 Consulting 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 120 (One Twenty) Days from the date of completion of the services.

4.1.7.4 Performance security to be taken in case of any non- compliance, to-be immediately refurbished if decided to continue with applicant.

***All conditions of RFP shall be considered to be integral part 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:

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 Consulting Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the ‗Consulting 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 Consulting 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 Consulting 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 Consulting 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 Consulting Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consulting 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 Consulting 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 Consulting 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 Consulting Agency and notwithstanding any security or other guarantee that the client may have in relation to the Consulting Agencies 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 Consulting Agency/the Bank or any absorption, merger or amalgamation of the Consulting 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 Consulting 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.

Annexure-B: An indicative list of Ministries/ Departments/ Agencies which clearances/NOCs are required for export and import

Sl. No.	Act/Rules	Relevant Provisions	Export/Import	Concerned Ministry/ Department
1	The Aircrafts Act 1934	Notification issued under Section 5 of the Aircraft Act for Import/Export of Aircraft, Spares, items of the equipment etc. for use on aircraft.	Import and Export	Civil Aviation/DGCA
2	The Antiquities and Arts Treasure s Act, 1972	Implementation of prohibitions under section 3 not to allow export of any antiquities or art treasure to any person except the central government and anybody Authorized by the central government	Import and Export	Ministry of Culture
3	The APEDA (Agricultural and Processed Food Products Export Development Authority) Act, 1985	Section 19 of the APEDA Act.	Import and Export	Department of Commerce
4	The Arms Act, 1959	Implementations of provisions relating to licensing and prohibitions under section 3 to 11. Provision of EXIM Policy	Import and Export	MHA/ Department of Internal Security
5	The Atomic Energy Act, 1962	Information to the competent authority in case of detection of any offered goods. Implementation of provision regarding any related material, substance, plant, equipment etc. under section 14,16 etc. DGFT notifications/circulars including one for SCOMET items	Import and Export	Department of Atomic Energy
6	The Bureau of Indian Standards Acts 1986 and Rules 1987	Implementation of notifications, circulars by the BIS and the CBEC Mandatory Indian Standards of BIS as per note 2 of General Notes of EXIM Policy	Import	Department of Consumer Affairs
7	The Cigarettes	Implementations of provisions	Import	Department of Health

	And other Tobacco products (Prohibition of advertisement of trade and commerce, production, supply and distribution) Act,2003	regarding statutory health warning under sections 7 to 10 Implementations of provisions regarding contents of nicotine and tar under section 11		& Family Welfare
8	The Cinematograph Act, 1952	The importer of film shall obtain a certificate	Import	M/I&B
9	The Coffee Act	Section 20 for exports Section 21 for imports	Import and Export	Department of Commerce
10	The Design Act, 2000	Enforcement of various provisions to protect the rights of the Registered Proprietor, Assignee, and Person Authorized to import and protected goods	Import	DIPP
11	The Destructive Insects and pests Act, 1914	PLANT QUARANTINE ORDER (REGULATION OF IMPORT INTO INDIA), 2003 issued under section 3 The plants, fruits and seeds (Regulation of import in India) order, 1989 issued under section 3	Import	Department of Agriculture & Cooperation
12	The Drugs and Cosmetics Act, 1945	Related provisions inter-alia Section 8 to section 15 (chapter 3) for imports Section 12(2) of the Acts and Rules 94 of Drugs and cosmetics Rules, 1945 for exports	Import and Export	Department of Health & Family Welfare
13	The Environment Protection Act, 1986	Rule 18 of manufacture, storage and import of hazardous chemicals rules, 1989 and rule 11,12,13,14 and 15 of the hazardous waste (management and handling) rules, 2001	Import and Export	Ministry of Environment & Forest
14	The Essential Commodities Act, 1958	Provisions of section 3 DGFT notification and circulars	Import and Export	Department of Consumer Affairs

15	The Explosives Act, 1984, Rules 1983	Rules 21, 22, 30, 31 of the explosive rules, 1983	Import and Export	DIPP
16	The Food Safety and Standards Act, 2006	All relevant provisions with authority of section 25 and impositions of penalties as per section 67	Import	Department of Health & Family Welfare
17	The Foreign Exchange Management Act, 1999	Section 46 and Rules made there under for carrying FOREX at the time of inward and outward travel	Import and Export	Finance, Department of Economic Affairs
18	The Foreign Trade (Development and regulation) Act, 1992	All relevant provisions and Exim Policy	Import and Export	Department of Commerce
19	The Indian Copyright Act, 1957	Enforcement of various provisions to protect the rights of the registered proprietor and person authorized to import the copies of protected work	Import	HRD/ Department. of Higher Education
20	The Indian Post Office Act, 1898	Section 24A for receiving postal articles from postal authorities Section 25 for intercepting and Suspect imported if exportable goods	Import and Export	Department of Post
21	The Indian Wireless Telegraphy Act, 1933	Communication equipments are permitted to be imported only against license to be issued by the WPC wiring of the Ministry of Communications & information Technology as per section 5 of The Indian Wireless Telegraphy Act, 1933	Import	Department of Telecommunications
22	The Information Technology Act, 2000	Confiscation of any computer, computer system, floppies, compact disks, tape drivers or any Other accessories containing materials contravening any provision of IT Act	Import	Department of Telecommunications
23	The Insecticides Act, 1968	Compliance of registrations, section 9, section 13 and section 17	Import	Department of Agriculture
24	The Legal Metrology Act, 2009	Provisions regarding retail packaging and MRP	Import	Department of

				Consumer Affairs
25	The Livestock Importation Act, 1898 as amended	Section 3 and 3A for imports	Import	Department of Animal Husbandry & Dairying
26	The Motor Vehicles Act, 1988	Provisions and rules applicable to a vehicle Conditions of EXIM Policy	Import	Ministry of Road Transport & Highways
27	The Narcotic Drugs & Psychotropic Substances Act, 1985	Administration of provisions regarding cultivation etc. by the narcotics commissionerate Implementation of various restrictions and prohibitions under various schedules Provision of EXIM policy	Import and Export	Department of Revenue
28	The Patent Act, 1970 and Rules 1972	Enforcement of various provisions to protect the rights of the registered proprietor, assignee and persons authorized to import the patented goods	Import	DIPP
29	The Prevention of Cruelty to Animals Act, 1960	Section 14, 15 and 19 of prevention of cruelty to animals act, 1960	Import and Export	Ministry of Environment & Forest
30	The Rubber Act, 1947	Implementation of any prohibition on import or export of rubber under section 11 Collection of any cess under section 12 at the time of import	Import and Export	Department of Commerce
31	The Seed Act, 1966	Implementation of prohibition under section 17 regarding minimum germination, purity and labelling of section 6	Import and Export	Department Of Agriculture & Cooperation
32	The Tea Act, 1953	Section 17 and section 18 for exports Section 24 for imports	Import and Export	Department of Commerce
33	The Trademark Act, 1999	Section 139 and section 140 of the trademark act, 1999	Import	DIPP

Additional Acts/ Conventions mentioned in PN 12-2006 of Customs
http://www.jawaharcustoms.gov.in/jnch/pn/pn2006/PN-12-06.htm

C I T E S - (Convention of International Trade in Endangered Species of Wild Faun/ Plants, Fruits and seeds(Regulation of Import into India) Order,1989/ Prevention of Food Adulteration Act, 1954 and Rules, 1955./ Breast Milk Substitutes(Advertisements and Labelling) Act.1982/ Standards of Weights and Measures Act, 1976./ Copyright Act,1957 and Rules,1958/ Gas Cylinder Rules, 1981 and S&MPV (unfired) Rules, 1981./BIS applicable as per DGFT NOT.44 (RE) 2000 DT. 24.11.2000

Source: Trading Across Borders Report, December 2014 – reference link
http://dgft.gov.in/exim/2000/Trading_Across_Borders.pdf