

**Department for Promotion of Industry and Internal Trade
Ministry of Commerce and Industry
Government of India**

Appointment of Consulting Agency
for
Scrutinizing tenders of Central Government procuring entities for compliance
with Public Procurement (Preference to Make in India) Order, 2017

REQUEST FOR PROPOSAL

05th August 2020

RFP No. 45021/189/2019/BE-2/050820

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REQUEST FOR PROPOSAL (RfP) for selection of Consulting Agency for scrutinizing tenders of Central Government procuring entities for compliance with Public Procurement (Preference to Make in India) Order, 2017

1. The Government of India has issued Public Procurement (Preference to Make in India) Order, 2017 has been issued to promote domestic production of goods and services, and thus spur employment and income.
2. The policy aims at incentivizing production linked through local content requirements thereby encouraging domestic manufacturer's participation in public procurement activities over entities merely importing to trade or assemble items.
3. This Order is applicable on procurement of goods services and works (including turnkey works) and by a Central Ministry/ Department, their attached/subordinate offices, autonomous bodies controlled by the Government of India, Government companies, their Joint Ventures and Special Purpose Vehicles.
4. The Salient Features of the Order are as under:
 - a) In procurement of all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid, except in certain cases. However, in procurement of all goods, services or works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only local suppliers shall be eligible to bid irrespective of purchase value.
 - b) The margin of Purchase preference is 20%, which can however be reduced by the Nodal Ministry.
 - c) Where the estimated value of procurement exceeds Rs. 50 lakhs and the lowest bid (L1) is not by a local supplier; If goods are divisible, local suppliers get Purchase Preference for half of the contract bid at the L1 price. However, if the goods are not divisible or the services being procured are being valued on price alone, the entire contract shall be awarded to such local supplier subject to his matching the L1 price.
 - d) Restrictive and discriminatory clauses against domestic suppliers cannot be included in procurement by Central Government agencies. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who

would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

5. All the Central Government Departments/agencies have been mandated to align their procurement procedures with the PPP-MII Order.
6. DPIIT intends to on-board an Agency, for a period of one year for scrutinizing tenders of Central Government procuring agencies for its compliance with PPP-MII Order.
7. **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> and <http://dipp.nic.in>**
8. Interested applicants are requested to submit their responses to the “RfP” on Central Public Procurement Portal (<http://eprocure.gov.in>) **before 8th September, 2020 at 12:00 PM.**
9. The submissions must be addressed to:

**Director (Public Procurement Cell),
Department for Promotion of Industry and Internal Trade
Ministry of Commerce & Industry,
Government of India
Udyog Bhawan
New Delhi-110001**

Disclaimer

1. This RfP document is neither an agreement nor an offer by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India (hereinafter referred to as DPIIT) 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. DPIIT 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 DPIIT 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 DPIIT 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 research 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. DPIIT will not be liable 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 DPIIT or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the assignment. DPIIT will also not be liable for loss or damages in any manner whether resulting from negligence or otherwise, however caused, arising from reliance placed by an applicant upon any statement contained in this RfP.
4. DPIIT will not be responsible for any delay in receiving the proposals. The issuance of this RfP does not imply that DPIIT is bound to select an applicant or to appoint the Selected Applicant, as the case may be, for the services and DPIIT 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. DPIIT 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 complete or authoritative statement of law. DPIIT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DPIIT 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 DPIIT and CPP portal.

SECTION 1: LETTER OF INVITATION

New Delhi

Date: August 2020

1.1. Introduction

1. The Government of India has issued Public Procurement (Preference to Make in India) Order, 2017 has been issued to promote domestic production of goods and services, and thus spur employment and income.

2. The policy aims at incentivizing production linked through local content requirements thereby encouraging domestic manufacturer's participation in public procurement activities over entities merely importing to trade or assemble items.

3. This Order is applicable on procurement of goods services and works (including turnkey works) and by a Central Ministry/ Department, their attached/subordinate offices, autonomous bodies controlled by the Government of India, Government companies, their Joint Ventures and Special Purpose Vehicles.

4. The Salient Features of the Order are as under:

- a) In procurement of all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid, except in certain cases. However, in procurement of all goods, services or works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only local suppliers shall be eligible to bid irrespective of purchase value.
- b) The margin of Purchase preference is 20%, which can however be reduced by the Nodal Ministry.
- c) Where the estimated value of procurement exceeds Rs. 50 lakhs and the lowest bid (L1) is not by a local supplier; If goods are divisible, local suppliers get Purchase Preference for half of the contract bid at the L1 price. However, if the goods are not divisible or the services being procured are being valued on price alone, the entire contract shall be awarded to such local supplier subject to his matching the L1 price.
- d) Restrictive and discriminatory clauses against domestic suppliers cannot be included in procurement by Central Government agencies. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who

would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

5. All the Central Government Departments/agencies have been mandated to align their procurement procedures with the PPP-MII Order.

6. DPIIT intends to on-board an Agency, for a period of one year for scrutinizing tenders of Central Government procuring agencies for its compliance with PPP-MII Order.

7. The main objective of the assignment is to assist and support Public Procurement cell DPIIT for the implementation of PPP-MII Order by scrutinizing tenders of central government procuring entities, including CPSUs and Autonomous bodies, published on CPP Portal and submit a report to DPIIT for its compliance with PPP-MII order or otherwise. In case tender conditions are not in compliance with PPP-MII order, the conditions which are in violation of PPP-MII Order shall be indicated in detail.

8. A Consulting Agency will be selected on (LCS) Least Cost Selection Process

9. The RfP includes the following documents:

Section 1	Letter of Invitation
Section 2	Instructions to applicants
Section 3	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 DPIIT. The official website for accessing the information related to RfP is: www.dipp.gov.in (the “Official Website”) along with Central Public Procurement Portal (eprocure.gov.in/eprocure/app).

Yours sincerely,

Director (Public Procurement Cell)
DPIIT

Section 2. Instruction to applicants

2.1 Introduction

- 2.1.1 The Client, named in the Data Sheet will select an agency 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 shall hold client's interests paramount, avoid conflicts with other assignments or with 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:
- a) will reject the proposal for award if it determines, at any stage/time, that the applicant has engaged in corrupt or fraudulent activities in competing for the Work Order in question;
 - b) 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, DPIIT whose decision shall be final and binding on the parties.
- 2.1.8 Termination of assignment: Client will have the right to terminate the assignment by giving 30 (thirty) days' notice in writing. 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 three covers containing details of **Earnest Money Deposit (EMD), Technical Proposal and Financial Proposal** respectively on Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Original EMD is to be deposited at DPIIT. **No proposal shall be accepted in any other form and shall be summarily rejected.**
- 2.1.10 Bid Processing Charges - Nil
- 2.1.11 Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Price bids of only technically qualified Applicants shall be opened. The date of opening of price bid shall be intimated to all the technically qualified bidders after technical evaluation is complete. The contract shall be awarded to the agency which quotes lowest cost inclusive of all taxes. The purchase preference shall be given to local supplier under PPP-MII Order/MSME/Start ups as per extant rules and regulations. The evaluation will be done in accordance with procedure given in Clause 2.6.
- 2.1.12 Number of Proposals: No Applicant shall submit more than one Application.
- 2.1.13 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 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 lowest evaluated 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;
- f) agreed to be bound by the undertaking provided by it under and in term hereof, and
- g) conducted its own investigations and analysis and checked the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfP and obtained independent advice from appropriate sources.

(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 (Public Procurement Cell),
(rajesh.gupta66@gov.in, dvsp.varma@nic.in, pps-dipp@gov.in)
Room No.364,
Department for Promotion of Industry and Internal Trade,
Ministry of Commerce & Industry,
Government of India,
Udyog Bhawan,
New Delhi

The Client will endeavor 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).

2.2.1 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative/discretion or in response to a clarification requested by a prospective Applicant, modify/ update the RfP documents by way of an amendment. Only the amendments/ corrigenda posted on the Client's Official Website shall be valid. In order to provide 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 number 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 An 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.1,00,000/- (Rupees One Lakh Only)** shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of **Form 3F**.

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 DPIIT 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 EMD 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 Client 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 equivalent to 5% of the contract value 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 60 (Sixty) days after the completion of the assignment.

- 2.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory or by order of a judicial/regulatory 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.

2.4 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 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/Board Resolution, 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/before 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:

The bidder shall quote the prices in Indian Rupees for each tender scrutinized. The component of duties and taxes payable extra should be indicated explicitly. In case there is no such stipulation in the bid regarding duties and taxes, it will be presumed that quoted rates are inclusive of all taxes.

2.4.8 While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this

RfP document. 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.), local transportation at the location of deployment, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) If the Agency officials are required to travel out of Delhi at any point of time, the transportation charges for the same shall be borne by the Client based on approved norms of the department and in consultation with IF wing, DPIIT.

(iii) 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. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.4.9 The Financial proposal of the technically qualified participating agencies will be opened by the Committee on the prescribed date in the presence of the Agency's representatives. The names of technically qualified participating agencies shall be read aloud. The Financial proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial proposals shall be then opened, and the total prices (Financial Quote) read aloud and recorded.

2.4.10 The contract shall be awarded to the technically qualified agency which quotes lowest cost inclusive of all taxes. The purchase preference shall be given to local supplier under PPP-MII Order/MSME/Start ups as per extant rules and regulations.

2.4.11 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RfP.

2.4.12 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, Technical and Financial proposal using digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney/Board Resolution by the competent authority accompanying the Proposal. (Pre-Qualification Proposal).
- 2.5.3 The Applicant shall submit his proposal in **three covers containing details of EMD, Technical Proposal and Financial Proposal** respectively, on Central Public Procurement Portal (CPPP).
- 2.5.4 No proposal shall be accepted after the due date for submission of Proposals.
- 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 applicant 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 Technical Proposal submitted (Form 3A – 3D) shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. 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:

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) The applicant meets the minimum prescribed qualifications criteria; and

(vi) 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.

2.6.3 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. As part of the evaluation, the applicant should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill 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 / Judicial pronouncement in India	Form 3B
3	The Consulting Agency/Bidder should have successfully executed any public procurement related study/work of more than INR 10 Lakhs for any central/state government organization in India in the last 3 years. (A certificate from Chartered Accountant should be submitted).	Form 3C
4.	The agency must have at least five personnel with prior experience in Public Procurement. One of	Form 3D

S No	Minimum Qualification Criteria	Document
	<p>these personnel should have minimum prior experience of 10 (Ten) years in the domain area of public procurement. The remaining 04 professional should have minimum prior experience of 05 (five) years in the domain area of public procurement. The CVs of personnel shall be attached along with the bid duly certified by the procurement professionals. The bid shall also contain an undertaking from procurement professionals and Agency that they shall be available for this assignment. Change of personnel shall not be allowed during the currency of contract without prior approval of DPIIT. Experience in RFP drafting for Government sector clients for the purpose of procurement of goods or services etc shall also be considered as relevant experience.</p>	

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 evaluation criteria mentioned in the RFP. 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 Least Cost Selection Method. The contract shall be awarded to the agency which is technically responsive and quotes lowest cost inclusive of all taxes. The purchase preference shall be given to local supplier under PPP-MII Order/MSME/Start ups as per extant rules and regulations.

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 07 (seven) 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 within 07 (seven) days of the receipt of the Work Order, 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 higher technically responsive Applicant may be considered.

2.7.2 Performance Security: Performance Security equivalent to 5 (Five) percent of Contract Value shall be furnished from a Nationalized/Scheduled Bank by the Successful Applicant, 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 Successful Applicant and be released 60 (Sixty) Days after the completion of the assignment.

2.8 Confidentiality

Information relating to evaluation of proposals and recommendations concerning grant of the Work Order shall not be disclosed to the applicants, their representatives/agents or any person connected to the Applicant(s) who submitted the proposals or to other persons not officially concerned with the process, until the Successful Applicant has been notified that it has been given the Work Order.

2.9 Contract cancellation along with forfeiture of Performance Guarantee

2.9.1 The Applicants and their respective officer(s), employee(s), agent(s), representative(s) and adviser(s) 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 its officer(s), employee(s), agent(s), representative(s) and adviser(s), 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 shall, 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 its agent(s)/representative(s), 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 5 (five) years from the date such Applicant or Consulting Agency, as the case may be, is found by the Client to have directly or through its agent(s)/representative(s), 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:

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/Video Conference at the designated date, time and place. A maximum of two agents/representatives of each Applicant will be allowed to participate on production of an authorization letter/board resolution from the Applicant.

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

2.11 Miscellaneous

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

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

2.11.2.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

2.11.2.2 consult with any Applicant in order to receive clarification or further information;

2.11.2.3 retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or

2.11.2.4 independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

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

2.11.4 All documents and other information provided by Client or submitted by an Applicant to the Client shall remain or become the property of the 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 the Client in relation to the assignment shall be the property of the 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 endeavor to follow the following schedule:

Date of issue of RfP	5 th August , 2020 at 03:00 PM (Wednesday)
Last date for receiving queries/requests for clarification	13 th August , 2020 at 05:00 PM (Thursday)
Pre-bid meeting	19 th August, 2020 at 03:00 PM (Wednesday)
Client's response to queries/requests for clarification	24 th August, 2020 (Monday)
Proposal due date	8 th September, 2020 at 12:00 Noon (Tuesday). The proposal will be submitted on CPPP. The address for submission of EMD/Bank Guarantee is: Director (Public Procurement), Room No. 364, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India, Udyog Bhawan, New Delhi
Opening of Technical proposal	9 th September, 2020 at 03:00 PM (Wednesday).
Opening of financial bid	After completion of technical evaluation – 15 th September, 2020 at 3.00 PM. Financial proposal of only technically qualified bidders shall be opened.

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

2.13 Data Sheet

Reference	Description
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Section 1, Point 2	The Department proposes to engage a reputed consultancy organization for a period of one year for scrutinizing tenders of Central Government procuring agencies for its compliance with PPP-MII Order.
Section 1, point 3	A Consulting Agency will be selected as per Least Cost Selection process.
2.1.1	The name of Client is: –Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India
2.3.4	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.
2.2	<p>Clarification must be requested on or before 13th August , 2020 at 05:00 PM (Thursday)</p> <p>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:</p> <p>Director (Public Procurement Cell), Room No. 364, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India, UdyogBhawan, New Delhi</p> <p>Email: (rajesh.gupta66@gov.in, dvsp.varma@nic.in, pps-dipp@gov.in)</p>
2.2.2	<p>Date & Time of pre bid meeting: 19th August, 2020 at 03:00 PM (Wednesday) at the Official Address:</p> <p>Room No. 152 Department for Promotion of Industry and Internal Trade, Udyog Bhawan, New Delhi-110001</p> <p>Or</p> <p>The Meeting will be held through Video Conference. Participants may contact to Phone No. 011-2306-3211, Email: rajesh.gupta66@gov.in, dvsp.varma@nic.in, pps-dipp@gov.in</p>
2.4.6	<p>The last date of submission of Proposal is 8th September 2020 at 12:00 Noon (Tuesday). The proposal will be submitted on CPPP. The address for submission of EMD/Bank Guarantee is:</p> <p>Director (Public Procurement), Room No. 364, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry,</p>

Department for Promotion of Industry and Internal Trade

	Government of India, Udyog Bhawan, New Delhi
Form 4A and 4B	The applicant to state cost in Indian Rupees only - both in figures and words.

Section 3. Technical Proposal Standard Forms

[Form 3A](#): Technical Proposal Submission Form

[Form 3B](#): Self-certification of Minimum Eligibility and of not being blacklisted

[Form 3C](#): Format for having executed public procurement related consultancy Service

[Form 3D](#): Format for CVs of procurement personnel

[Form 3E](#): Format for Power of Attorney for Authorized representative

[Form 3F](#): Format of Bank Guarantee for Earnest Money Deposit

Form 3A: Technical Proposal Submission Form

[Location, Date]

Director
(Public Procurement Cell),
DPIIT,
Udyog Bhawan,
New Delhi-110001

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/Client 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 declare that:
 - a. We have examined and have no reservations to the RfP, including any Addendum issued at any stage 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/representative 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.
6. 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.
7. 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.
8. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members or our affiliates have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfP.
9. 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.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

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

Form 3B: Self-certification of Minimum Eligibility and of not being blacklisted

[Location, Date]

Here give a certificate that the Consulting Agency is a registered firm/ company/ partnership* and is not being currently blacklisted** by any Central/ State/ Public Sector undertaking in India.

If at any time it is found that the Consulting Agency did not have the capabilities as enumerated above, DPIIT 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 of being registered firm/incorporation certificate

**Kindly provide details if the company has been blacklisted in the past with the relevant supporting documents

Form 3C: Format for having executed public procurement related consultancy Service of more than INR 10 Lakhs for any central/state government organization in India in the last 3 years (01.08.2017-31.07.2020)

Name of Assignment	
Name of Client	
Period of Assignment	
Contract value in INR	
Brief description of the assignment	
Payment received from the client for the assignment	

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory Seal of Audit firm

Note:

1. In case the Applicant does not have a statutory auditor, it may provide the certificate from any other Chartered Accountant.
2. A copy of the complete consultancy assignment contract to be enclosed with the bid as documentary evidence

Form 3D: Format for CVs of the personnel - Prior experience of 5 years in Public Procurement

Please give details of each professional on a separate sheet.

Name of the personnel:			
Date of Birth:			
Educational Qualification :			
Public Procurement experience in the following format			
Period	Client details	Name of the assignment	Brief description of work assigned

It is certified that the details furnished above are true to the best of my knowledge. It is also confirmed that the personnel shall be available for the assignment.

()
Signature of Personnel

()
Signature of the Agency

Form 3E: Format for Power of Attorney for Authorized Representative

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

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

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

For [name and registered address of organization]

[Signature] [Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of Witness] Accepted

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3F: Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, Udyog Bhawan, New Delhi — 110011 (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 fulfillment 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 fulfill 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 fulfillment 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 fulfillment 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, acquisition, merger or amalgamation of the Bidder or the Bank with any other Company, Corporation, LLP or a Firm.
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 full 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 extension 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 Banks 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]**/15 days from the date of receipt of notice by the Bank.

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:

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

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,
Public Procurement Cell
Department for Promotion of Industry and Internal Trade,
Udyog Bhawan,
New Delhi-110001

Dear Sir,

Subject: Services for [name of assignment].

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

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 the Firm:

Address:

Form 4B: Summary of Costs

Description of item	Rupees in INR
Price for each tender scrutinized	
Taxes payable extra @	
Total price for each tender scrutinized inclusive of taxes	
Total cost for scrutinizing of one thousand tenders inclusive of GST#	

#For Financial evaluation, the total cost inclusive of taxes for scrutinizing one thousand tenders, as quoted above will be considered. This fee will cover all the costs/expenses of the Consulting Agency for undertaking work as detailed in the Scope of Work.

Section 5. Terms of Reference

1. The Government of India has issued Public Procurement (Preference to Make in India) Order, 2017 to promote domestic production of goods and services, and thus spur employment and income.
2. The policy aims at incentivizing production linked through local content requirements thereby encouraging domestic manufacturer's participation in public procurement activities over entities merely importing to trade or assemble items.
3. This Order is applicable on procurement of goods services and works (including turnkey works) and by a Central Ministry/ Department, their attached/subordinate offices, autonomous bodies controlled by the Government of India, Government companies, their Joint Ventures and Special Purpose Vehicles.
4. The Salient Features of the Order are as under:
 - a) In procurement of all goods, services or works in respect of which the estimated value of procurement is less than INR 50 Lakhs, only local suppliers shall be eligible to bid, except in certain cases. However, in procurement of all goods, services or works, in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only local suppliers shall be eligible to bid irrespective of purchase value.
 - b) The margin of Purchase preference is 20%, which can however be reduced by the Nodal Ministry.
 - c) Where the estimated value of procurement exceeds Rs. 50 lakhs and the lowest bid (L1) is not by a local supplier; If goods are divisible, local suppliers get Purchase Preference for half of the contract bid at the L1 price. However, if the goods are not divisible or the services being procured are being valued on price alone, the entire contract shall be awarded to such local supplier subject to his matching the L1 price.
 - d) Restrictive and discriminatory clauses against domestic suppliers cannot be included in procurement by Central Government agencies. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
5. All the Central Government Departments/agencies have been mandated to align their procurement procedures with the PPP-MII Order.

6. DPIIT intends to on-board an Agency, for a period of one year for scrutinizing tenders of Central Government procuring agencies for its compliance with PPP-MII Order.

7. The selected agency shall scrutinize approximately 1000 (one thousand) high value tenders of central government procuring entities, including CPSUs and Autonomous bodies, published on CPP Portal and submit a report to DPIIT for its compliance with PPP-MII order or otherwise. In case tender conditions are not in compliance with PPP-MII order, the conditions which are in violation of PPP-MII Order shall be indicated in detail.

8. The selected agency shall start the work within a period of 15 days of award of contract.

9. The agency shall scrutinize complete tender documents including tender eligibility requirement, technical specifications and other terms & conditions before submitting its report for compliance with PPP-MII Order or otherwise.

10. The report shall be submitted to DPIIT within the period of 15 days from the date of publication of the tender in physical as well as electronic copy.

11. **Infrastructure/Facilities to be provided by DPIIT.** DPIIT shall not make available seating space and/or other infrastructural support to the professionals of selected agency for carrying out the proposed task/study. The selected agency shall make its own arrangement in all these regards itself.

12. **Period of Contract.** The selected agency shall carry out the work/assigned responsibilities for a period of one year from the date of award of contract.

13. In case there is any delay in submission of report beyond the period of 15 days, penalty at the rate of 5% of the tender scrutiny price (inclusive of taxes) shall be deducted for each week (or part thereof) of delay. Reports submitted after one month of the publication of tenders shall not be accepted.

14. If the number of reports submitted are less than those assigned, a penalty of 25% of the tender scrutiny price for each non-submitted report shall be deducted from the bills.

15. If any of the report submitted to this office is found substantially incorrect, a penalty equivalent to 100% of the tender scrutiny price for each incorrect submitted report shall be deducted from the bills. Also, in such cases, DPIIT reserves the right to cancel the assignment.

16. The procurement entities may carry out changes in the tender document after pre-bid meeting/based upon observations of the selected agency/DPIIT/other Stake holder/ any other reason. If any such changes are carried out by procuring entity in its tender documents, the selected agency will also examine the amended terms and

condition of the tender. The time period for submission of report for amended document shall be same as for the original document. No extra payment shall be made for examination/study of amended document.

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]

Form of Work Order

Work Order to undertake [name of assignment]

The Department for Promotion of Industry and Internal Trade, 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: Summary of Costs

Appendix C: Copy of RFP, inter-alia, containing the terms and conditions the conditions of contract and related instructions.

Appendix D: 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 its issue by the client.

3.1.2 Commencement of Services: The Consulting Agency shall commence the Services within a period of 15 days of award of contract.

3.1.3 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.

3.1.4 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

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

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

a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work Order, and

b) has informed the other party as soon as possible about the occurrence of such an event.

c) the dates of commencement and estimated cessation of such event of Force Majeure; and

d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work Order.

3.2 Termination

3.2.1 Any side (Client or the Consulting Agency) should be able to give notice of three (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.

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: Prohibition of Conflicting Activities: Neither the Consulting Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly 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.

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.

3.4.5 Liability of the Consulting Agency: The consulting agency's liability under this Work Order shall be as provided by the Applicable Law subject to the condition that the overall liability of the agency under the engagement shall not exceed the fees payable to the agency under the contract. The consulting agency will also not be liable for any indirect/consequential losses.

3.5 Obligations of the client

3.5.1 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:

3.5.2 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. Payment would be made for the number of tenders scrutinized in the previous quarter after deducting liquidated damages/penalty, if any, subject to satisfactory completion of work in the quarter. 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 successful completion of the required work detailed in the RfP Document.

3.6.4 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.

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

3.6.6 While payment shall be made based upon the number of tenders scrutinized, DPIIT gives 'minimum payment guarantee' for 500 (five hundred) tenders, in case the number of tenders assigned to the agency for scrutiny are less than 500 (five hundred) tenders. In case, number of tenders assigned to the agency for scrutiny are more than 500 (five hundred) tenders, the payment shall be made based upon actual number of tenders scrutinized.

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 of the Contract or all disputes shall be finally settled by Secretary DPIIT.

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

3.8 Responsibility for accuracy of project documents

3.8.1 General

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

3.9 Penalty and Liquidated damages

3.9.1 In case there is any in submission of report beyond the period of 15 days, penalty at the rate of 5% of the tender scrutiny price (inclusive of taxes) shall be deducted for each week (or part thereof) of delay. Reports submitted after one month of the publication of tenders shall not be accepted and hence no payment shall be made for such reports.

- 3.9.2 If the numbers of reports submitted are less than those assigned, a penalty of 25% of the tender scrutiny price for each non-submitted report shall be deducted from the bills.
- 3.9.3 If any of the report submitted to this office is found incorrect, a penalty equivalent to 100% of the tender scrutiny price for each incorrect submitted report shall be deducted from the bills. Also, in such cases, DPIIT reserve the right to cancel the assignment.
- 3.9.4 The procurement entities may carry out changes in the tender document after pre-bid meeting/based upon observations of the selected agency/DPIIT/other Stake holder/ any other reason. If any such changes are carried out by procuring entity in its tender documents, the selected agency will also examine the amended terms and condition of the tender. The time period for submission of report for amended document shall be same as for the original document. No extra payment shall be made for examination/study of amended document. Non submission of report on amended document shall attract aforesaid penalty provisions.
- 3.9.5 Total amount of penalty and liquidated damages shall be limited to 10% of the contract value.
- 3.9.6 If the selected consulting Agency 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 the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.
- 3.9.7 Any dispute regarding penalty shall be handled as per dispute settlement provision.

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 SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 Performance security:

4.1.5.1 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 5 (Five) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work Order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 5 (Five) percent of the total cost of Financial Proposal under this Assignment.

4.1.5.2 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may

be provided by any Member; provided that such Performance Security shall mention the details of this Work Order and the other Members.}

4.1.5.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the 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 draw downs by the Client in accordance with the provisions hereof, be released by the Client within a period of 60 (Sixty) Days from the date of completion of the services.

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

- a) the Consultant becomes liable to pay penalty;
- b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.2;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work Order.
- e) Non-compliance of mutually agreed time lines/time plan
- f) For any reasons the project is not completed owing to the faulty delivery/ non-cooperation/ non deliverance by the agency

g) For any reason Contract is terminated by agency

***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 for Promotion of Industry and Internal Trade, 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 Special Condition of Contracts.

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.