

No. V-22/1/2023-BIS

Government of India

भारत सरकार

Ministry of Consumer Affairs, Food and Public Distribution

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

Department of Consumer Affairs

उपभोक्ता मामले विभाग

[BIS Section]

Krishi Bhawan, New Delhi

Dated 19/01/2024

Subject: Request for Proposal (RFP) to conduct Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts.

The detailed Terms of Reference (TOR) for the above proposed evaluation studies are enclosed in **Section I and Section II**.

2. Institutions/Organizations, willing to undertake an impact assessment study on the subject cited above are required to submit technical and financial bids in the prescribed format mentioned at **Form 5E and Form 5G**.

3. The bids shall be submitted to the undersigned on or before 5.00 PM on 16.02.2024 in GeM portal. Bids received after stipulated time or not received in the prescribed format, would not be entertained and would be returned unopened.

4. The technical bids shall be opened and would, thereafter, be evaluated by a Committee constituted for this purpose. The technical bids would be evaluated based on the criteria laid down in Technical evaluation criteria at **Section III**.

5. Financial bids of only those Institutions/Organizations who are short-listed by the Committee based on the technical bid shall be considered. Finally, the study/studies will be awarded to the Agency/Organization that is selected by the Committee based on both the technical and financial bid following the prescribed procedure.

6. The assignment shall be completed within the time stipulated in the schedule given below and the head of the applying Institution/Organization would submit, along with technical and financial bids, an undertaking to undertake and complete the assignments as per requirements and objectives stipulated in the Terms of Reference (ToR) and other documents.

7. Pre-bid queries, pre-bid meeting, corrigendum, and extension of bid submission time: The prospective bidders may submit queries related to specific clauses of the tender document online only through www.gem.gov.in mentioning the specific section and clause of the tender document and the clarification required on this clause. Department of Consumer Affairs (DoCA) shall not be responsible for ensuring that the prospective bidders' queries have been properly registered in www.gem.gov.in.

Any request for clarifications received after the indicated date shall not be entertained by DoCA. A pre-bid meeting will be held online on the date and time indicated in the e-tender date sheet given under para 8 below. A maximum 2 representatives of each potential bidder may attend the pre-bid meeting.

8. Submission of bid: The interested bidders may submit the bids online only as prescribed. All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the bid documents in the GeM portal. Bid documents may be scanned with a minimum of 100 dpi with a black and white option which helps reduce the size of the scanned document. Bids sent by any other mode or incomplete bids will not be accepted. Bids received after the expiry of the stipulated date and time for the purpose will not be opened. DoCA will not be responsible for late receipt of bids. Copy of this tender document need not be submitted along with bid documents. All bid documents shall be in English. If any document is provided in any other language its English translation, authenticated by affixing the sign and rubber stamp of the authorized signatory, should also be provided with the bid.

Schedule for evaluation study:

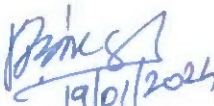
Call for Request for Proposal (RFP) from Independent Agencies	19 th Jan, 2024
A pre-bid meeting with the agency	05 th Feb, 2024
Receipt of proposals from Independent Agencies	16 th Feb, 2024
Finalization of agency and commissioning of evaluation studies	27 th Feb, 2024
Submission of the Preliminary Report by the Agency, followed by presentation, if necessary	27 th March, 2024
Submission of Final Report by the Agency	27 th May, 2024

9. In case the selected Institute/Organization declines to take up the assignment after a notice of award has been issued, it would be barred from applying for any study, evaluation or assistance of any kind from the Department of Consumer Affairs, Government of India, for a period of 3 years from the date of award.

10. The Agency may also send their comments on the objectives and scope of the work/services projected as the enclosed documents.

11. The RFP document is available on www.gem.gov.in as well as on <https://consumeraffairs.nic.in/>.

12. The decision of the Secretary (Consumer Affairs) shall be final and no enquiry or application for review shall be entertained.


19/01/2024

(Baldev Singh)

Under Secretary to the Govt. of India

Tele No. 23384627

Email: usbis-ca@nic.in

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Bid notification and data sheet

Bid Inviting Authority	Department of Consumer Affairs (DoCA)
Name of the RFP	Request for Proposal (RFP) to conduct Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts.
Bid Reference No.	
Place of availability of Tender Documents (RFPs)	www.gem.gov.in
Place of uploading response to Bid	E-procurement submission at www.gem.gov.in
Performance Bank Guarantee	3 % of the contract value as per the format attached at Annexure B
Bid Document fee	Nil
EMD	Rs. 2, 50,000/- (Rupees Two lakh Fifty Thousand Only)
Email address to send Pre-b id queries	Email: usbis-ca@nic.in
All communication to be addressed to	Baldev Singh,, Under Secretary- BIS Division, DoCA, Krishi Bhawan, New Delhi-110011
Nature of bid process	Pre-Qualification evaluation & Technical evaluation, followed by financial evaluation
Release of Request for Proposal	As per GeM portal
Last Date for Submission of written queries by bidders	Before pre bid meeting
Date of Pre- bid conference	5 th February 2024
Pre-bid meeting details	Link to be uploaded
Last date and time for bids submission - Proposal Due date (PDD)	16 th February 2024
Bid validity period	Valid 120 days from the Proposal Due Date (PDD).
Opening of Technical bids	<i>To be decided</i>
Presentation by bidder	<i>To be decided</i>
Opening of Financial bids	<i>To be decided</i>
Tender evaluation method	QCBS (Quality-cum-Cost Based Selection) <ul style="list-style-type: none"> • Weightage to technical evaluation: 70% • Weightage to financial evaluation: 30% Minimum qualifying technical marks- 70

Section- I

Terms of Reference (ToR)

Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected mandatory and non-mandatory districts.

1. Introduction

Since ancient time Gold is considered as a storehouse of value in India. In villages, people invest in gold to keep them secured against inflation and to be able to raise loans by mortgaging it in the time of need. A large number of artisans buy gold to handcraft magnificent jewellery for domestic as well as export market. In recent years, annual demand for gold has been in the range of 600 - 800 tonnes.

2. Background

2.1. Gold is too soft to with stand wear, therefore, for jewellery making, gold is always alloyed with some other metal. The need for alloying of gold also makes public extremely vulnerable to excessive adulteration. Detection of adulteration in gold is difficult without performing technical tests. The complex nature of Indian jewellery mostly made of high caratage gold and containing numerous soldered joints of much lower caratage makes the job of determination of purity even more difficult. In addition, 24 carat plating of articles of low cartage is also common. The common consumer though well aware of such malpractices still has no option but to submit himself to repeated cheating by unscrupulous traders.

2.2. It was in this background that Government of India took cognizance of the need for protecting consumers. A mandate was, therefore, given to Reserve Bank of India (RBI) Standing Committee on Gold and Precious Metals to look into the issues relating to Standardization of Gold products and introduction of Gold Hallmarking in the country. The Committee identified Bureau of Indian Standards (BIS) in the year 2000 as the sole agency to operate the Hallmarking Scheme in India, and entrusted

BIS with the task of implementing hallmarking scheme to protect the consumer against cheating, develop export competitiveness and make India a leading market for gold jewellery in the world.

2.3. Hallmarking is the accurate determination and official recording of the proportionate content of precious metal in the jewellery/artefacts or bullion/coins. Quality control order for mandatory hallmarking of gold jewellery/artefacts has been issued on 23 June 2021 by the Govt. of India.

2.4. For hallmarking of jewellery, a jeweler who wants to sell hallmarked jewellery has to obtain a registration from BIS. The registration of jeweler's process has been made online. The jeweler fills the application form online, and the registration is granted instantly and can be downloaded by the jeweler. The registration of jewelers is free and valid for life time. The registered jeweler submits the jewellery for hallmarking to BIS recognized Assaying & Hallmarking (A&H) centre. A&H centres are the testing centres where the jewellery is tested. After testing, the A&H centre applies hallmark on the jewellery which is found meeting the requirement of the standard. The A&H centre can apply for recognition to BIS online. The recognition is granted to A&H centres for hallmarking of jewellery/artefacts after verifying the infrastructure requirements, capability and competency of personnel to carry out assaying & hallmarking. Entire process of recognition, which involves audit of the centres, submission of audit report, and grant of recognition or renewal, has been automated.

2.5. BIS has developed digital solution wherein the entire workflow in assaying and hallmarking centre is automated and made online. The jeweler will submit the request for hallmarking online and the data for all the processes undertaken in the centre from inward receipt and weighment, XRF, Sampling, Fireassay and laser marking is maintained online and can be monitored on real time basis. At the end of the testing, a unique six digit alpha numerical code is generated from the BIS server for each jewellery article and is laser marked by the assaying and hallmarking centre on the jewellery alongwith BIS logo and purity mark. Earlier (before 1 July 2021) hallmarked Jewellery consist of following four marks.

2.6. BIS Mark Purity in carat and fineness for gold(e.g.22K916, 18K750, 14K585) Assay centre's identification mark / number Jewellers identification mark/number With the introduction of six digit

alphanumeric code from 1 July 2021, the four marks have now been replaced by three marks for gold jewellery/ artefacts. BIS Mark Purity in carat and fineness for gold (e.g.22K916, 18K750, 14K585) six digit alphanumeric code AAAAAA.

The Development of Hallmarking

2.7. Mandatory Hallmarking was successfully implemented vide Hallmarking of Gold Jewellery and Gold Artefacts Order, 2022, in 256 districts of the country with effect from 23 June 2021.

2.8. Second phase of mandatory hallmarking was also implemented from 01 June 2022 vide Hallmarking of Gold Jewellery and Gold Artefacts (Amendment) Order, 2022, dated 04 April 2022. The second phase of the mandatory hallmarking covers three additional caratages of gold jewellery/artefacts viz. 20, 23 and 24 carats as mentioned in the Indian Standard IS 1417 and 32 new districts under the mandatory hallmarking regime.

2.9. Hallmarking charges for the jewellery are – Rs.45/- per piece for gold jewellery and Rs.35/- per piece for silver jewellery irrespective of the weight of the jewellery.

2.10. After grant of registration to jeweller, BIS periodically visit the sales outlet(s) and randomly draws sample of Hallmarked article as on sale and gets it tested according to the relevant Indian Standard at one of its own 08 referral assay labs to ascertain the purity of the precious metal content in the sample. In case of failure of sample, action is taken on both the jeweller and the assaying and hallmarking centre. BIS also carries out periodic surveillance audit of the A&H centre to ascertain its continuation with the specified requirements.

3. Hallmarking Scheme: Statistics

After mandatory hallmarking, more than 30 crore articles have been hallmarked till date. Provision to check and authenticate hallmarked gold jewellery items with HUID number using ‘verify HUID’ in BIS CARE app which can be downloaded from play store was made live on 24 December 2021. As on date, there are 1515 AHCs in 349 Districts out of which 92 are with central assistance. At present, the total mandatory districts are 343.

Section-II

Objective of the Study:

1. Impact assessment study to understand the challenges faced in making hallmarking scheme robust to ensure consumer protection.
2. To understand the impact of mandatory hallmarking on various stakeholders such as jewelers, artisans, etc.
3. To comprehend the fact of introducing geotagging of precious metal which are under mandatory hallmarking to add geographical identification of jewellery.
4. To study the potential extension of mandatory hallmarking of gold to uncovered districts and to other precious metals in all districts.

Scope of the work:

1. The impact assessment study of hallmarking of gold jewellery and artifacts will aim in understanding the effects of implementing hallmarking regulations in this industry. The agency is required to conduct a socio-economic study to ascertain the impact of hallmarking on the consumer awareness.
2. Study to reform the current process for example whether it is necessary to display design and weight of article in BIS Care app for better traceability and avoid fake/duplicate hallmarking.
3. To conduct a comparative study between the districts covered by mandatory hallmarking and uncovered districts.
4. As consumers rely on the BIS hallmark as a mark of trust and authenticity, the agency needs to:
 - i. Conduct consumer feedback survey to understand the consumer preference and perception on the hallmarked items.
 - ii. Examine the potential effects of hallmarking laws on artisans and laborers working in the gold jewellery and artifact sector.

5. To study the impact of awareness campaigns on hallmarking
6. To seek details while conducting survey on the impact of KYC of jewelers by BIS.
7. AHCs are facing problems in setting up AHCs because of issues faced due to non-receiving of consent from Pollution Control Boards (PCB) to set up AHCs in commercial/residential areas. Agency can provide a detailed study on the challenges faced by the AHCs with potential solutions in the report.
8. The assessment is to be conducted in 5 zones (North, South, East NER, West, and Central), 2 States in each zones. 2 districts in each state will be targeted. The total sample size will be 20 districts in which 5 shall be uncovered districts (one from each zone) under mandatory hallmarking.
9. Furnishing monthly reports or reports as required by DoCA on the parameters required by DoCA for proper assessment of performance of the Agency.
10. DoCA is also open to suggestion from the participating agency in order to make the study a successful endeavor of the Government of India for consumer protection.

Expected outcome of the study:

1. Study would help the authority to examine whether AHC may be increased beyond the 343 Districts.
2. Modification required in the hallmarking scheme so that it will be more beneficial to the consumers.

Role of BIS

The organization/institute will be in touch with BIS for any clarification/assistance etc. with respect to the study visit.

Time Schedule

The DoCA intends to complete the study in 3 months. The Preliminary Report of the study should be submitted within 1 month of the work order, and the final report in the third month of the study.

Deliverables

The agency will be required to adhere to the deliverables below.

Deliverables
Phase I
<ul style="list-style-type: none">• Inception report with final scope, objectives, methodology, approach, and sampling plan.• Preparation of questionnaire for the survey as per the approval of the Ministry• Methodology and sample selection
Month 1: Phase II
<ul style="list-style-type: none">• Preliminary report with initial findings of the project after conducting a physical survey by the agency across the 20 districts.• Data collection for quantitative and qualitative study• Quantitative and Qualitative data analysis• Draft Project Report with overall findings of the survey after incorporating the inputs from different stakeholders i.e. jewellers, artisans, AHC and consumers.• Discussion of results with BIS
Month 3: Phase III
<ul style="list-style-type: none">• Submission of Final Report after incorporation of inputs from BIS along with Recommendations for improvement

Liquidated damages

If the agency fails to deliver any or all of the deliverables within the original/re-fixed delivery period(s) specified in the contract(for the reasons solely attributable to agency), the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed deliverable without any controversy/dispute of any sort whatsoever.

Methodology and Work Plan

The proposed methodology and work plan shall include inter alia the following:

1. **Understanding of Terms of Reference:** The Applicant shall clearly state its understanding of the TOR of the Project, and also highlight its important aspects. The Applicant may supplement various requirements of the Project TOR, and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the Project TOR.
2. The applicant shall conduct a physical survey in 20 districts (15 covered + 5 uncovered) to carry out the impact assessment study of hallmarking. The questionnaire for the survey shall be prepared as per the approval of the Ministry.
3. The applicant shall propose and justify the main activities of the project, their content and duration, phasing and interrelations, resource planning, and deployment with delivery dates.
4. Mobilization and Assessment of the targeted 20 districts. In each district, the stakeholders to be surveyed are registered jewelers with BIS, AHCs, Artisans, and consumers.
5. The sample size for the physical survey in each district shall be 200. The sample size in each district shall include at least 2 AHC, 5 registered Jewelers under BIS, 3 Artisans and 190 consumers.
6. The agency shall provide the list of jewelers surveyed during the study in the report. The agency shall select the AHCs from the list of 343 districts attached in **Annexure G**.
7. In-depth Analysis of the subjects covered in scope.
8. Deliverables with a breakup of timelines for each envisaged deliverable
9. Development of a strategic plan
10. Recommendations

Section-III

Evaluation Process and Criteria

1 Evaluation Process

1.1 The responses of the bidders shall be evaluated for the minimum qualifying criteria as per **Pre-qualification evaluation criteria** by the Evaluation Committee.

1.2 Only those Bidders who are found responsive and meet the minimum qualifying criteria as per **Pre-qualification evaluation criteria** shall be invited to make a presentation to the Technical Evaluation Committee on:

1.2.1 Their understanding of the Scope of the project including the requirements and the desired output of the project.

1.2.2 Approach and methodology that they may like to adopt for carrying out the project activities and obtaining the expected output, including the unique features that they may like to propose in the Project and the Work Plan.

1.2.3 The expertise and the experience of the team of professionals envisaged for the Project

1.2.4 The inputs and other items of support required from the DoCA.

1.2.5 Deliverables and Timelines

1.2.6 Any other information which would assist in assessing the technical competency of the Applicant.

1.3 The Proposal of only those Bidders who are found to meet the minimum qualifying criteria shall be evaluated by the Technical Evaluation Committee for the parameters as described in **Form 5E**. The Applicant will be given a technical Score based on the criteria as mentioned in **Technical Evaluation criteria**.

1.4 The Technically successful bidders shall be ranked according to the technical score given by the Evaluation Committee with the Bidder scoring the highest technical score ranked T-1, Bidder scoring

the next higher Technical Score ranked T-2, and so on.

1.5 The bids which score a minimum of 70 marks in technical evaluation shall be declared as technically qualified and the financial bids of only these bidders will be opened.

1.6 The bidder shall submit the Financial Information as per a prescribed format in Form 5G duly signed by the authorized signatory and rubber stamped.

1.7 The technical proposals will be allotted a weightage of 70% while the financial proposals will be allotted a weightage of 30% as per Rule 192 of GFR 2017 under the QCBS selection process.

1.8 Evaluation of Technical Score, St

Highest Technical scoring proposal (Tm) shall be given a technical score (St) of 100 points. The technical score of the other proposals (To) shall be computed as follows.

$$St = 100 \times To \text{ (Other Technical Proposal)} / Tm \text{ (Highest Technical Proposal)}$$

1.9 Financial Bid Evaluation

The Financial Bids of the bidders who have been technically successful, shall be opened in the presence of the Bidders representatives who choose to attend. The name of the Bidders and the proposed prices shall be uploaded on GeM after the Financial Bids are opened. Lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial score of the other financial proposals (Fo) shall be computed as follows.

$$Sf = 100 \times Fm \text{ (Lowest financial proposal)} / Fo \text{ (Other financial proposal)}$$

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. Proposals shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical proposal; F=the weight given to the financial proposal; T+F = 100) indicated below.

$$S = St \times (0.7) + Sf \times (0.3)$$

In case of a tie, bidder with higher technical score will be considered for award of work.

1.10 Any bid that does not provide the required information will be treated as a non-responsive bid and may be rejected.

1.11 The Successful Bidder would be notified through GeM.

Pre-qualification evaluation criteria

S. No	Minimum Qualification Criteria
1	The applicant should be a legal entity i.e. Central or State government academic institution or organization engaged in research, policy making etc. and private sector institutions empaneled for research with NITI Aayog and should have been operating in India for the past 5 years.
2	Shall not be currently blacklisted by any of the State Government, Central Government Agencies, PSU
3	Shall not be found guilty of any criminal offense by any Court of law.
4	Must comply with the code of integrity as specified in the bidding document
5	The average annual turnover of the Agency from consultancy assignments during the last three Financial years, ending on 31st March, 2023, shall not be less than Rs. 2.5 Crore.
6	The applicant should have completed at least 2 number of projects/studies of similar nature and scale within India in the last 5 years. They should have a minimum experience of having conducted field studies in at least 2 states and 5 districts in India of a similar nature.
7	Provide Quality of manpower and number of staff to be deployed for the impact assessment study. The team should have sufficiently strong professionals with expertise and experience in the field of research. Mention the relevant experience of the staff as per Form 5E.
8	The team members should have a minimum qualification of a Bachelor's Degree with at least three years' experience in academic or policy, research or equivalent or a Master's Degree in Science, Management, Business Administration, Economics, Sociology, Psychology, History and Public Affairs.

Note- In case service provider bound by any Non-Disclosure Agreement (NDA) clause and not able to submit the work order copy, redacted version of the Documents can be submitted masking confidential information such as name of the party however the Document should clearly mention the nature of work performed, contract value, duration of contract.

Technical Evaluation criteria (Total 100 Marks)

S. No	Parameters	Percentage
1	Number of years of relevant experience (Max. 10 Marks)	10
	Meeting minimum criteria 5 Years	3
	More than 5 up to 7 years	5
	More than 7 years	10
2	Experience in conducting similar studies in recent past (Max. 20 Marks)	20
	Less than 2 number of studies	00
	2 – 5 number of studies	10
	Above 5 number of studies	20
3	Past Experience in conducting similar studies in related sectors including Govt. sectors (Max. 10 Marks)	10
	Covering less than 2 related sectors	3
	Covering 3-5 related sectors	6
	Covering >5 related sectors	10
4	Quality of manpower, number of persons to be deployed etc. (Max 30 Marks)	30
4.1	Experience of project professionals in research, evaluation and survey of projects with similar description	20
	Less than 3 years	00
	3 to 7 years	10
	Above 7 years	20
4.2	Qualification and relevant experience of the project leader in Central or State Government/ body for undertaking at least 2 number of studies/projects of similar nature & scale.	10
5	Understanding of Study and Work Plan - To be evaluated by the Committee based on the demonstration	30

	of capability through approach paper and presentation made by Applicant, if required. (Max. 30 Marks)	
	Understanding of the ToRs	5
	Approach and Methodology	5
	Work Plan and its execution	5
	Timelines and Deliverables	5
	Presentation	10
	Total (1 + 2 + 3 + 4 + 5)	100

Financial Quote

Bidder is required to submit the total cost of project on GeM portal considering the deployment of resources and deliverables given in the RFP.

Payment

Payment of the cost for the study will only be made as per the following schedule: 50 % on approval/ offer, 25 % on submission of the preliminary report, and the remaining 25% after submission of the final report.

Earnest Money Deposit (EMD)

An Earnest Money Deposit (EMD) of Rs. 2, 50,000/- (Rupees Two lakh Fifty Thousand Only) is to be submitted in the electronic format online along with the bid document in the form of an Account Payee Bank Demand Draft, Fixed Deposit Receipt, Banker's cheque, or Bank Guarantee drawn from any Commercial bank in favor of the Pay and Accounts Officer, Department of Consumer Affairs, New Delhi payable at Delhi/New Delhi. EMD furnished by all unsuccessful bidders should be returned

through an e-payment system without interest, at the earliest, after the expiry of the final tender validity period but not later than 30 (thirty) days after conclusion of the contract. EMD of the successful bidder should be returned after receipt of performance security as called for in the contract. The EMD is to remain valid for a period of 45 days beyond the final bid validity period. In case DoCA so requires, the validity of the undertaking for EMD shall be extended by such time as required by DoCA within the specified time, failing which the concerned bids shall not be considered for further evaluation.

Performance Security

The successful Bidder shall furnish to the Client a performance security in the form of a bank guarantee for an amount of 3% [three percent] of the total assignment fee towards satisfactory performance of the agency towards the Contract for three months. Performance Security shall be submitted online in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form. The Bank Guarantee shall be from a Scheduled Commercial Bank based in India.

- The failure of the successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the contract.
- The successful bidder has to renew the bank guarantee on the same terms and conditions for the period up to the contract including the extension period, if any.
- Performance security is to be furnished by a specified date (generally 14 days after notification of the award) and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- The said performance security would be returned within 60 days after the successful completion of the work assigned to the agency after adjusting or recovering any dues recoverable or payable from or by the agency on any account under the contract.

- The completion of work as per the scope of work shall be considered to have been achieved only after the receipt of all Clearances and Approval from the DoCA or any Authority mandated by the DoCA to do so on its behalf.

Project Monitoring Committee

The progress of the assignment may be reviewed by a Project Monitoring Committee constituted by the DoCA. The Project Monitoring Committee shall be responsible for monitoring the Project. The Project Monitoring Committee may conduct periodic reviews, as deemed fit, for the performance of the agency and report the same to the Agency. The agency shall comply with the instructions of the committee and the same shall be bound on him.

Force Majeure

“Force Majeure” means an event that is beyond the reasonable control of any party to this Agreement. It shall include but is not limited to, acts of God, war, civil riots, fire directly affecting the performance of the Agreement, floods, and Acts and Regulations of respective Governments of the two parties, namely DoCA and the Agency. Both upon the occurrence of such cause and its termination, the party claiming that it has been rendered unable to perform its obligations under this Agreement shall notify the other party within seventy-two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If the performance of work or duty envisaged under this Agreement is suspended by force majeure conditions lasting for more than two months, the other party shall have the option of terminating this Agreement in whole or in part at its discretion without any liability on its part. Force majeure shall not include insufficiency of funds or make any payment required hereunder.

Indemnity

The Agency shall be responsible for any injury to the workmen / employees and to persons or things and for all damages to the property which may arise from the operations or neglect of the Agency or any of its employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out the Agreement. The Agency shall indemnify and keep indemnified DoCA against all losses and claims for injuries and damage to any person or any property whatsoever which may arise out of or in consequence of the Agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time. The Agency shall indemnify, protect and save DoCA against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any intellectual property or such other statutory infringements. DoCA shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim of damages from any sums due or to become due to the Agency. All claims regarding indemnity shall survive the termination or expiry of the Agreement.

Section- IV

Instructions to Bidders

General instructions

- i. DoCA will select an organization in accordance with the method of selection specified in the RFP. Bidders are advised that the selection of the bidder shall be based on an evaluation by DoCA through the selection process specified in this RFP. Bidders 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 the Secretary (CA) decisions are final without any right of appeal whatsoever.
- ii. The Bidders are invited to submit Technical and Financial Proposals (collectively called as the Proposal), for the services required for the Assignment. The Proposal will form the basis for the grant of Letter of Award to the selected bidder. The bidder shall carry out the assignment in accordance with the Terms of Reference (TOR) of RFP.
- iii. The Bidder 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.
- iv. Bidders 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 DoCA, or any other costs incurred in connection with or relating to its Proposal. DoCA is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to grant of Letter of Award, without thereby incurring any liability to the Bidders.
- v. DoCA requires that the Bidder hold DoCA's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder 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 DoCA and the Project.

- vi. It is the DoCA's policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the DoCA:
 - a. Will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the Letter of Award in question.
 - b. Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded any Contract or Letter of Award if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Letter of Award.
- vii. The bidder shall submit the proposal containing details of Pre-Qualification proposal, Technical Proposal and Financial Proposal respectively on GeM portal. No proposal shall be accepted in any other form and shall be summarily rejected. The submissions for Pre-Qualification and Technical evaluation shall be evaluated first as specified in this RFP. Bidders that meet Pre-Qualification criteria or secure the minimum defined score in technical evaluation, shall have their financial proposals opened. Other submissions will be rejected.
- viii. **Number of Proposals:** No Bidder shall submit more than one Application/Bid.
- ix. Right to reject any, all or part of the proposals:
 - a. Notwithstanding anything contained in this RFP, the DoCA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all or part of the Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
 - b. Without prejudice to the generality of above, the DoCA reserves the right to reject any, all or part of the Proposals if:
 - At any time, a material misrepresentation is made or discovered, or
 - The Bidder does not provide, within the time specified by the buyer, the supplemental information

sought by the DoCA for evaluation of the Proposal.

- c. Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Buyer reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Buyer, including annulment of the Selection Process.

x. Acknowledgement by Bidder

- a. It shall be deemed that by submitting the Proposal, the Bidder has:
- made a complete and careful examination of the RFP.
 - received all relevant information requested from the buyer.
 - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Buyer
 - understood that the deposit/ fees/ performance security, if any, paid by Bidder shall be an interest-free deposit and there shall not be any claim by the Bidder on the interest on such deposits/ fees/ performance security.
 - 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
 - acknowledged that it does not have a Conflict of Interest
 - agreed to be bound by the undertaking provided by it under and in term hereof.
- b. Buyer and/ or its officers shall not be liable for any omission, mistake, or error on the part of the Bidder 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 Buyer and/ or its consultant.

- xi. Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time) Restrictions on procurement from a bidder of a country which shares a land border with India.**
- I. a)** Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services), only if the bidder is registered with the Competent Authority.
- b)** Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.
- II.** The requirement of registration for bidders covered by I (b) above will be applicable for all procurements where bids are issued / published after 01.04.2023.
- III.** "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- IV.** "Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means:
- a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the

above

V. The beneficial owner for the purpose of (iv) above will be as under

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position. of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- xii. Bidder should comply Make in India policy and Preference to Make in India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content will be 50% to qualify as a Class 1 local supplier. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- xiii. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of the bid for Services, the bidder must be the Service provider of the offered Service. Relevant Documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price

within L-1+ 15% (Selected by Buyer) of margin of purchase preference

/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY.

Clarification and amendment of RFP Documents

- i. Bidders may seek clarification on this RFP Document, in line with the timeframe and other information as mentioned in the Bid notification and data sheet table. All pre-bid queries are to be sent in the format provided at Annexure A.
- ii. At any time before the submission of Proposals, Buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Documents by an amendment. Only the amendments/ corrigenda posted on the GeM portal shall be valid. In order to afford the Bidders a reasonable time for taking an amendment into account, the Buyer may at its discretion extend the Proposal Due and /or Bid opening date.
- iii. Date of Pre-Bid Meeting is mentioned in Bid notification and data sheet table. Bidders willing to attend the pre-bid meeting should inform Buyer beforehand through email so that the relevant meeting details can be shared with them.

Preparation of proposal

- i. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. Buyer will evaluate only those Proposals that are received in the specified forms and complete in all respects. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document.
- ii. 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.
- iii. Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the

evaluation. Further, in such a case, Buyer will be entitled to reject the Proposal. However, if any information related to the financial proposal is included in the technical proposal the bidder shall be disqualified and his proposal will not be considered.

- iv. The Proposals must be digitally pre-signed by the Authorized Representative as below:
 - a. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - b. by a duly authorized person holding the Power of Attorney (PoA), in case of a Limited Company or a corporation; This PoA should be part of the pre-qualification proposal of the bidder.
- v. Bidders should note the Proposal Due Date, as specified in “Bid notification and data sheet table”, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by Buyer, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in “Bid notification and data sheet table”. Bidders 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, Buyer reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.**
- vi. **Financial proposal:** While preparing the Financial Proposal, bidders are expected to consider the various requirements and conditions stipulated in this RFP Document. Bidders shall express the price of their services in Indian Rupees only.
- vii. The Financial Proposal should contain the offer including the professional fee, out of pocket expenses as well as service tax and other associated taxes. The service tax and other associated taxes could be modified at a later stage in line with the prevailing rates. Buyer at any point in time for reasons whatsoever is not responsible for any assumptions made by the Firm. The buyer at a later date will not accept any plea of the Bidder or changes in the financial offer for any such assumptions.
- viii. Bidder should quote fees as per the format provided – refer to Section 6: Proposed financial parameters.

Submission, receipt and opening of proposal.

- i. The Technical Proposal and Financial Proposal must be submitted on the GeM portal.
- ii. No proposal shall be accepted after the closing time for submission of Proposals.
- iii. Any effort by the firm to influence Buyer during the Proposal evaluation, Proposal comparison or grant of the Letter of Award decisions may result in the rejection of the bidder's proposal.

Confidentiality

Information relating to evaluation of proposals and recommendations concerning award of contract shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm/successful bidder has been notified that it has been given the contract.

Contract cancellation along with forfeiture of Performance Guarantee

- i. The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Buyer will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the —Prohibited Practices) in the Selection Process.
- ii. Without prejudice to the rights of Buyer under this Clause, hereinabove and the rights and remedies which Buyer may have under the Letter of Award or the Agreement, if a Bidder is found by Buyer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Letter of Award or the execution of the Agreement, such Bidder or Organization **for hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts** shall not be eligible to participate in any tender or RFP issued by Buyer during a period of 2 (two) years from the date of identification of any such instance

- a. 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 Buyer who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Award 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 Buyer, 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 Letter of Award 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 Letter of Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of Buyer in relation to any matter concerning the Project
- b. fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process
- c. 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
- d. undesirable practice means (i) establishing contact with any person connected with or employed or engaged by Buyer 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
- e. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Pre-bid meeting

- i. Pre-Bid Meeting of the Bidders will be scheduled at the designated date and time.
- ii. During Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of Buyer. The buyer will endeavor to provide clarifications (posted on the portal) and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive selection process.

Miscellaneous

- i. 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.
- ii. Buyer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. 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.
 - b. Consult with any Bidder in order to receive clarification or further information.
 - c. Retain any information and/or evidence submitted to Buyer by, on behalf of and/or in relation to any Bidder. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- iii. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases Buyer, 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.

- iv. All Documents and other information provided by Buyer or submitted by a Bidder to Buyer shall remain or become the property of Buyer. The bidders are to treat all information as strictly confidential. Buyer will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to Buyer in relation to the assignment shall be the property of Buyer.
- v. The buyer reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record. The other terms and conditions mentioned in the Letter of Award will be applicable to the Bidder.

Section V:

Pre-Qualification and Technical Proposal – Standard Forms

Form 5A: Pre-Qualification Proposal Submission Form

Form 5B: Average Annual Turnover, Net Profit and Net Worth of Bidder Form 5C:

Profile of Bidder

Form 5D: Technical Proposal Submission

Form 5E: Format for highlighting relevant experience. Form 5F Format

for submission of Resume

Form 5A: Pre-Qualification Proposal Submission Form

To, <Name and Designation- To be added by Buyer team>

<Buyer address>

Phone:

Email Id: <To be added by Buyer team>

RFP dated <date> for selection of Bidder for hiring of a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts.

Dear Sir,

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

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

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

- i. We acknowledge that Buyer will be relying on the information provided in the Proposal and the Documents accompanying the Proposal for selection of the Bidder, 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.
- ii. This statement is made for the express purpose of appointment as the Organization *for hiring of a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* for the aforesaid Project.
- iii. We shall make available to Buyer any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- iv. We acknowledge the right of Buyer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- v. We declare that:
 - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP Document, in respect of any Bid or request for proposal issued by or any agreement entered into with Buyer 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.

- vi. 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 Organization for *hiring of a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts*, without incurring any liability to the Bidders.
- vii. We declare that we are not a member of any other Consortium/JV applying for selection as an organization *for hiring of a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts*.
- viii. 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.
- ix. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body, or any public-sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
- x. 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.
- xi. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and Documents is attached herewith.
- xii. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
- xiii. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We hereby submit the proposal in accordance to the terms of RFP

Yours sincerely,

Authorized signature

Name and title of

signatory Name of Firm

Address:

Telephone:

Fax:

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

Form 5B: Average Annual Turnover of Bidder

<to be submitted duly signed and stamped on letterhead of CA>

RFP for hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts

#	Financial years	Turnover (INR in lakhs)
1.	2010-21	
2.	2021-22	
3.	2022-23	
4.	Average for last three (3) years	

NOTE: Kindly provide supporting audited balance sheets, P&L statements, statutory auditor certificates, or CA certified details

Form 5C: Profile of Bidder

(Location, Date)

Brief Profile of Bidder (in one page).

Form 5D: Technical Proposal Submission

[Location, Date]

To, <Name – TO be added by Buyer team>

<Address To be added by buyer>

RFP dated <date> for selection of Bidder for hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts

Dear 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 bidder]. 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 in accordance with the RFP.

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

- i. We acknowledge that Buyer will be relying on the information provided in the Proposal and the Documents accompanying the Proposal for selection of the Bidder, 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.
- ii. This statement is made for the express purpose of appointment as the Organization *for hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* for the aforesaid Project.
- iii. We shall make available to Buyer any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- iv. We acknowledge the right of Buyer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- v. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
- vi. We declare that:
 - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP Document, in respect of any

Bid or request for proposal issued by or any agreement entered into with Buyer 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.
- vii. 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 Organization for hiring a consulting agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts, without incurring any liability to the Bidders.
- viii. 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.
- ix. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body, or any public-sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
- x. 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.
- xi. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Commercial Proposal shall be binding on us.
- xii. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

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

Form 5E: Technical Bid format

TECHNICAL BID

A. ORGANISATIONAL PROFILE

- 1 Name of organization :
- 2 Name and Designation of Contact person :
- 3 Postal Address of the Organization (with PIN CODE) :
- 4 Physical Address, if different from postal address (with PIN CODE) :
- 5 Telephone with STD Code :
- 6 Fax No. with STD Code :
- 7 Mobile No. of Contact Person :
- 8 E-mail Address of Contact Person :
- 9 Name and designation of Head of the Organization responsible for the Assigned Work :
- 10 Establishment Details :

A	Year Established	
B	Type Organization (Tick one)	Engineering or Technology or Management or equivalent institutes/organization i.e. IIT/IIM/NIT/organization empaneled under NITI Ayog etc.
C	Name and Place of Organization	
D	Whether receiving foreign funds. If so, the FCRA no.	
E	No. of full time employees	Professional <input type="checkbox"/> Support Staff <input type="checkbox"/>
F	No. of part time employees	Professional <input type="checkbox"/> Support Staff <input type="checkbox"/>

11. Experience in conducting at least 2 similar evaluation studies on schemes/programs during the past 3 (three) years that are relevant for demonstrating its expertise in the area of the proposed study. They should have a minimum experience of having conducted field studies in at least 2 states and 5 districts in India of a similar nature.

(Extra-sheet may be used if activities are more than 5 in number)

S.No.	Type of activity	Name and	Duration	Cost	Location	Sector,
-------	------------------	----------	----------	------	----------	---------

	(technical consultancy/ research study etc.)	address of Client	(from-To)	(Rs,lakh)		Sub-Sector And Main Outputs
1	2	3	4	5	6	7
(i)						
(ii)						
(iii)						
(iv)						
(v)						

12. Methodology of study: Details to be given by the Agency including areas to be covered, sources of data, monitoring and reporting etc.

B. HUMAN RESOURCES TO BE DEPLOYED FOR THE PROPOSED STUDY

(i) KEY PROFESSIONALS **

S.No.	Name	Area of key expertise	Highest Academic/ professional Qualifications in the Area of key expertise, whether experience of foreign university	Length of experience (years) in the area of key expertise	Position in the organization	No. of man Months Proposed to be utilized for this Work
1	2	3	4	5	6	7
1	(Team Leader)					
2						
3						
4						
5						

** Note 1: Attach one page CV of each key professional as mentioned in Form 5F.

Note 2: Care may be taken to demonstrate that each area of expertise required for the assignment is covered by different key professionals in above table.

(ii) SUPPORTING STAFF

S.No.	Job profile	Area of work	Average Qualifications	Knowledge in this area	No. of man Months Proposed to be utilized
-------	-------------	--------------	------------------------	------------------------	---

					for this Work
1	2	3	4	5	6
1					
2					
3					
4					
5					
6.					
7.					
8.					

Form 5F- Format for submission of Resume

Name				
Position:				
Date of Birth				
Education:				
Employment Record	From	To	Institute/Organization	Position Held
Brief Profile	Years of experience etc.			
Countries of Work Experience				
Languages				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Project 1 : Year: Location: Client: Position Held: Main features: Activities Performed:				
Certification I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. Date: _____ Signature of staff member/ Authorized signatory Day/Month/Year				

Form 5G: Financial Bid format

To
The Under Secretary,
BIS Division,
Department of Consumer Affairs,
Government of India,
Krishi Bhavan,
New Delhi-110001

Subject: Request for Proposal (RFP) to conduct Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts.

Name of Bidder Agency/Organization with Address-----

FINANCIAL BID

S.No.	Head	Total Cost (Rs)
1	Fee of key professionals	
2	Fee of the support staff	
3	Contingent expenses*	
4	Total(1+2+3)	
5	Institutional Overheads if any, and basis of charge	
6	Service Tax/Other taxes, if any, to be charged	
7	Total (5+6)	
8	Grand Total (4+7)	
In words -----		
*	Contingent expenses: Includes expenses for making the required number of reports.	

Date
Place

Seal of the Organization

Authorized signatory.....

Name.....

Designation.....

Section VI

Standard Form of Letter of Award

STANDARD FORM OF LETTER OF AWARD FOR APPOINTMENT OF ORGANIZATION for hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts.

Between

[Name of client]

[Name of Organization for _____]

[Date]

Form of Letter of Award

Letter of Award to undertake [name of assignment]

DoCA, <Office Address> hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates, and assigns, has

- i. requested the organization for hiring of a consulting agency for conducting Impact assessment of Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts to provide certain services as defined in the General Conditions attached to this Letter of Award (hereinafter called the “Services”); and
- ii. The organization for hiring of a consulting agency for conducting Impact assessment of Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts, 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:

- i. The following Documents attached hereto shall be deemed to form an integral part of this Letter of Award:
 - a. Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements.
 - b. Appendix B: Financial Quote of the Successful Bidder.
 - c. Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure B].
- ii. The mutual rights and obligations of the Client and the Organization for Deployment of agency for hiring of a consulting agency for conducting Impact assessment of Hallmarking of Gold Jewellery and Gold Arte-facts in

- selected districts shall be as set forth in the Letter of Award; in particular:
- a. The Organization for hiring of a consulting agency for conducting Impact assessment of Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts shall carry out the Services in accordance with the provisions of the Letter of Award; and
 - b. Buyer will make payments to the agency *for hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* in accordance with the provisions of the Letter of Award.

Commencement, completion, modification, and termination of Letter of Award

- i. Effectiveness of Letter of Award: This Letter of Award shall be effective from the date of issue by the client *for hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts*.
- ii. Commencement of Services: The Organization *for hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* shall commence the Services from the date notified by the Client.
- iii. Expiration of Letter of Award: Unless terminated earlier pursuant to relevant clauses in this Letter of Award hereof, this Letter of Award shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- iv. Modification: Modification of the terms and conditions of this Letter of Award, including any modification of the scope of the Services or of the Letter of Award Price, may only be made by written agreement between the Parties.
- v. Force Majeure:
 - a. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics, or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to consider at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
 - b. 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.
- vi. No Breach of Letter of Award: The failure of a party to fulfil any of its obligations under the Letter of Award shall not be considered to be a breach of, or default under this Letter of Award 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 Letter of Award,
 - 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 Letter of Award.
- vii. Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.
- viii. Extension of Time: Any period within which a Party shall, pursuant to this Letter of Award, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Termination

i. Events of Default

The failure on the part of the Agency to perform any of its obligations or comply with any of the terms and conditions of the Contract shall constitute an Event of Default on the part of the Agency. The Events of Default includes the following:

- a. The Agency has failed to perform any instructions or directives issued by the Client which it deems proper and necessary to execute the scope of work under the Contract.
- b. The Agency has failed to demonstrate or sustain any representation or warranty made by it, with respect to any of the terms of its Proposal, the RFP and the Contract.
- c. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency.
- d. The Agency has failed to comply with or is in breach or contravention of any applicable laws / rules / regulations.
- e. The Agency has failed to comply with any terms and conditions of the Contract.
- f. Undue delay in achieving the agreed timelines for delivering the services under the Contract.
- g. Quality of Deliverables and services consistently not being to the satisfaction of the Client.

In the Event of Default by the Agency, the Client after giving a notice to the Agency, may retain such amounts from the payment due and payable to the Agency as may be required to offset any losses caused to the Client as a result of such Event of Default and the Agency shall compensate the Client for any such loss, damages or other costs, incurred by the Client in this regard. Nothing herein shall affect the continued obligation of the Agency to

perform all their obligations and responsibilities under the Contract in an identical manner as were being performed before the occurrence of the default.

The Client may also invoke the Performance Bank Guarantee furnished by the Agency, enforce indemnity provisions, recover such other costs/losses and other amounts from the Agency, which may have resulted from such default and pursue such other rights and/or remedies that may be available to the Client under law and the Contract.

ii. Termination for Default / Breach:

- a. The Client may, terminate the Contract by giving the Agency a prior and written notice of up to 30 (Thirty) days indicating its intention to terminate the Contract, if the Client is of the opinion that there has been an Event of Default on the part of the Agency as defined hereinabove, which would make it proper and necessary to terminate this Contract. The notice shall state the reason for termination and shall also afford an opportunity to the Agency to cure the breach/rectify the error within such 30 (Thirty) days' notice period or such additional period as the Client may deem appropriate.
- b. The Client may also terminate the Contract if it comes to knowledge of the Client that the Agency or any of the Agency's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- c. The Client may also terminate the Contract if it comes to knowledge of the Client that the Agency or any of the Agency's personnel is in a position of actual conflict of interest with the interests of the Client, in relation to any of terms of the Agency's Proposal, the RFP or the Contract.

iii. Termination for Insolvency:

The Client may, at any time, terminate the Contract by giving written notice to the Agency, if the Agency becomes Bankrupt or insolvent.

iv. Effects of Termination

- a. In the event of failure of the Agency to render the services or in the event of termination of the Contract, without prejudice to any other right, the Client at its sole discretion may make alternate arrangement for getting the services contracted with another agency. The existing Agency shall continue to provide services as per the terms of contract until a new agency completely takes over the work. During the transition phase, the existing agency shall render all reasonable assistance to the new agency within such period prescribed by the Client, at no extra cost to the Client, for ensuring smooth switch over and continuity of services.
- b. In the event of termination of the Contract due to any cause whatsoever, the Client shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition

and effective business continuity of the project which the Agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the new Agency to take over the obligations of the existing Agency in relation to the execution/continued execution of the scope of the Contract.

- c. Without prejudice to the foregoing, upon termination of the Contract, the Parties will comply with the Transition and Exit Management Plan as set out in the Contract.
- d. The Client's right to terminate the Contract will be in addition to the deductions / liquidated damages / forfeiture of bank guarantee and any other rights and/or remedies that may be available to the Client under law and the Contract.
- e. Payment: In the event of termination of the Contract, the Client shall pay the Agency for that part of the services which have been authorized by the Client and satisfactorily performed by the Agency up to the date of termination. Without prejudice any other rights, the Client may retain such amounts from the payment due and payable by the Client to the Agency as may be required to offset any losses caused to the Client as a result of any act/omissions of the Agency.

Intellectual Property

- i. Commission to own intellectual property created: All rights to any intellectual property conceived or produced by the agency for hiring a consulting agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts, for the Client, in the course of developing the *Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Organization for the purpose of developing *Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* are the property of the Client from the date that property is created or developed and the organization waives in favor of the Client any moral rights that the organization may have.
- ii. Existing intellectual property: Despite anything to the contrary contained in this Agreement, it is understood and agreed that the Organization for hiring a consulting agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts 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 organization prior to, or acquired by the organization during, the performance of this Agreement and the organization will not be restricted in any way with respect to the same.
- ix. On termination or completion: Not more than 7 (seven) calendar days following the date of termination of this Agreement (for whatever reason) or completion of *Impact assessment study on Hallmarking of Gold Jewellery*

and Gold Arte-facts in selected districts, Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts*.

- iii. 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 and shall not retain a copy of the same, without the written consent of the Client.

Obligations of the Organization for *hiring of a consulting agency for conducting Impact assessment study of Hallmarking of Gold Jewellery and Gold Arte-facts*

- i. General: The Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* 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 Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* shall always act, in respect of any matter relating to this Letter of Award 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 third parties.
- x. Conflict of interest: Neither the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* nor its personnel shall engage, either directly or indirectly, in any of the following activities:
 - a. during the term of this Letter of Award, any business or professional activities which would conflict with the activities assigned to them under this Letter of Award; and
 - b. after the termination of this Contact, such other activities as may be specified in the Contract.
- ii. Confidentiality: The Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* and its Personnel shall not, either during the term or after the expiration of this Letter of Award, 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.
- xi. Documents Prepared by the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* to be the Property of the Client: All designs, reports, other Documents and software submitted by the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* pursuant to this Letter of Award shall become and remain the property of the Client, and the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* shall, not later than upon termination or expiration of this

Letter of Award, deliver all such Documents and software to the Client, together with a detailed inventory thereof. The organization may retain a copy of such Documents and software for legal and regulatory purpose with the express written consent of the Client.

- xii. Liability of the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts*: Notwithstanding anything contrary contained in this Contract, the organization's liability under this Work order shall be limited to the total value of this Contract provided that the foregoing limitation of liability shall not apply in case of any losses or damages suffered by the Client arising as a result of organization's: (i) infringement of third party's' copyright by any deliverable of the organization; (ii) any damages for bodily injury (including death) and damages to real property and tangible personal property caused by the organization; (iii) fraud or fraudulent misrepresentation; (iv) gross negligence and willful misconduct of the organization or its personnel leading to the breach of the provisions of this Agreement. However, any liability, will exclude payment for any indirect, consequential, punitive, or other special damages.
- xiii. Professional Liability Insurance: The Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by the organizational negligence, breach in the performance of its duties under this Letter of Award from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* hereunder or (ii) the proceeds, the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* may be entitled to receive from any insurance maintained by the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

Obligations of the client

- xiv. Assistance and Exemptions: The Client will use its best efforts to ensure that the Government will provide the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* with work permits and such other Documents as necessary to enable the organization to perform the Services: 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.

- iii. The Client will strive to respond to the Third Party TP set approval request submitted by the successful bidder within 10 (ten) calendar days from the day of submission of the approval request, by either approving the request or responding to the successful bidder with feedback on the TP set submitted.

Payments to the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts*. Advance payment will not be considered.

- i. GST: The fixed Commercial Proposal should be inclusive of GST.
- ii. For facilitating electronic transfer for funds, the selected organization 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 organization.
- iii. Currency: The price is payable in local currency i.e., Indian Rupees.
- iv. Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this Letter of Award.

Settlement of disputes

DISPUTE RESOLUTION BETWEEN THE SELECTED BIDDER / CONSORTIUM / AGENCY AND THE CLIENT

v. AMICABLE SETTLEMENT:

- a. In the event of any conflict or dispute arising out of or in connection with the Contract, the Parties (i.e., the Selected Bidder / Consortium / Agency and the Client) shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the dispute shall then be referred to Arbitration.

vi. ARBITRATION:

In the event of any conflict / dispute arising out of or in connection with the Contract, which has not been amicably resolved, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows:-

1. In cases where the total value of the Contract is less than INR 1,00,00,000/- (Indian Rupees One Crore only) the same shall be referred to a sole arbitrator mutually appointed by both the Parties.
2. Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees One Crore only), the arbitration shall be conducted by a quorum of three arbitrators. Each party shall be entitled to appoint an arbitrator and the two party-appointed arbitrators shall within 30 (thirty) days from their nomination, appoint a third arbitrator i.e., the Presiding Arbitrator.
3. The arbitration shall be conducted in the English language. Arbitration

proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.

4. The cost of the Arbitration shall be equally borne by both the Parties.
5. The award of the Arbitral Tribunal shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at New Delhi.
6. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Courts at New Delhi.
7. The Selected Bidder/ Consortium / Agency shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract / Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
8. *It is clarified that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.*

Miscellaneous

i. Assignment and Charges

- a. The Letter of Award shall not be assigned by the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.
- b. The Client is entitled to assign any rights, interests, and obligations under this Letter of Award to third parties.
- c. Sub-contracting: The Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* shall not subcontract any of its duties and/or obligations under this Contract without the prior written consent of the Client.
- d. Indemnity: The Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* agrees to indemnify, defend 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, attorney's fees and other costs of defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* of any obligations

specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* by organization 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 Letter of Award (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 organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* of the commencement thereof; provided, however, that the omission so to notify shall not relieve the organization from any liability which it may have to the Client or the third party. The obligations to indemnify, defend 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.

ii. Notices:

Any notices, requests, demands or communications to be made under this Contract shall be in writing and shall either be delivered personally, or sent by registered post / recognized courier service or via email. The address for service of each Party shall be the addresses specified in the Contract and shall be sent for the attention of:

Client's nominated person: < _____>, (*Please specify name and designation of the concerned official*)

Agency's nominated person: < _____>,

The Notice to the Client and the Agency can be sent via email on the following email address.

Client's email id: _____(*Please mention*)

Agency's email id: _____

All notices / communication sent by hand, registered post, or courier service, shall be deemed to have been given when received by the Party. Notices sent by email shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

Either Party to this Contract may change its address, email id and nominated contact for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

a. Severability: If for any reason whatever any provision of the Letter of Award is

or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Letter of Award or otherwise.

- b. The bidder shall comply with all the applicable laws orders, bye-laws, regulations, rules, standards, notifications, guidelines recommended practices, etc. while rendering its services under this contract and shall obtain and maintain all statutory and other approvals required for the performance of the Services under this agreement.
- c. The personnel assigned by the bidder to perform the Services shall under no circumstances be considered employees of the Client. The bidder shall be fully responsible for the acts of its personnel/ representatives/ consultants/ team members/ consortium /sub-contractors/ employees and shall fully indemnify the Client for any kind of losses or damages caused by its personnel/ representatives / consultants/ team members/ consortium/ sub-contractors/ employees.

iii. Performance security

- a. The Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Letter of Award, 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 Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* of its obligations under this Letter of Award, in the form set out in this Letter of Award, in an amount equal 3 (Three) percent of the total cost of Commercial Proposal under this Assignment. Further, in the event the term of this Letter of Award is extended, the Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* shall at least 30 (thirty) calendar days prior to the date of expiry of the then existing bank guarantee, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 3 (three) percent of the total cost of Commercial Proposal under this Assignment.
- b. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws.
- c. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 120 (One hundred twenty) calendar 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 30 (thirty) calendar 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 Organization for *hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts* of its obligations under this Letter of Award until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Letter of Award, the Client will refund to the organization the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Letter of Award, in which case only the balance amount remaining will be returned to the bidder; 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 Letter of Award, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 120 (One hundred Twenty) calendar days from the date of completion of the services.

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

****All conditions of RFP shall be considered to be integral part of this Letter of Award.****

Annexure A: Format for sending pre-bid queries.

(To be submitted on the Letterhead of the bidder)

Bidders requiring specific points of clarification may communicate with Buyer during the specified period using the following format:

BIDDER'S REQUEST FOR CLARIFICATION / PRE-BID QUERIES-			
RFP for hiring a agency for conducting Impact assessment study on Hallmarking of Gold Jewellery and Gold Arte-facts in selected districts			
Name of Organization submitting request		Name & position of person submitting request	Full address of the Organization including phone, fax, and email
			Tel:
			Fax:
			Email:
S.NO	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification Required
1			
2			

Note:

- The name of the organization and the date should appear in the header of each page.
- The above queries should be sent in Word or Excel format only to the email address mentioned in the "Bid notification and data sheet table".

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder

Annexure B- Format for performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email ID>

Whereas <<*name of the supplier and address*>> (hereinafter called “the supplier”) has undertaken, in pursuance of contract no. <*Insert Contract No.*> dated. <*Date*> to provide Business services for <<*name of the assignment*>> to DoCA (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, <*Name of Bank*> a banking company incorporated and having its head / registered office at <*Address of Registered Office*> and having one of its offices at <*Address of Local Office*> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. <*Insert Value*> (Rupees <*Insert Value in Words*> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum, or sums within the limits of Rs. <*Insert Value*> (Rupees <*Insert Value in Words*> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract Documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

We undertake to pay you money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present Guarantee being absolute and unequivocal.

This Guarantee will not be discharged or affected or suspended due to any change in the constitution, liquidation, winding up, dissolution or insolvency of the Bank or the Bidder.

We further undertake to keep this Guarantee renewed from time to time at the request of the Bidder. This Guarantee shall be valid until <<*Insert Date*>>

Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed Rs. <*Insert Value*> (Rupees <*Insert*

Value in Words> only).

This bank guarantee shall be valid up to *<Insert Expiry Date>*

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<Insert Expiry Date>* failing which our liability under the guarantee will automatically cease.

Annexure-C Format for Self-declaration regarding non blacklisting as on date of bid submission

Self-certification of Minimum Eligibility and of not being blacklisted

[Location, Date]

We confirm that our Institute/organization, <*Name*>, as of the date of submission of the bid is not blacklisted/Suspended by Ministry of commerce or Ministry of finance in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,
Name & Designation of the Authorized Signatory.

Annexure-D Format for EMD as Bank guarantee

To,
.....

Whereas <<*Name of the bidder*>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<*RFP Number*>> dated <<*Date*>> for <<*Name of the assignment*>> (hereinafter called "the Bid") to <<*Nodal Agency*>>

Know all Men by these presents that we <<*Name of the bank*>> having our office at <<*Address*>> (hereinafter called "the Bank") are bound unto the <<*Nodal Agency*>> (hereinafter called "the Purchaser") in the sum of Rs. <<*Amount in figures*>> (Rupees <<*Amount in words*>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<*Date*>>

The conditions of this obligation are:

1. If a Bidder withdraws the bid or increases the quoted prices after the opening of the Bid and during the Bid validity period or its extended period if any.
2. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
3. If the bidder is found indulging in any corrupt, fraudulent, or other malpractice in respect of the bid; or
4. If the Documents information provided by the bidder during the bid process is found to be incorrect, false, or misleading.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of the conditions mentioned above and specifying the occurred condition or conditions.

This guarantee will remain in force up to <<*insert date*>> and including <<*extra time over and above mandated in the RFP*>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYIHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<*Amount in figures*>>
(Rupees <<*Amount in words*>> only)

II. This Bank Guarantee shall be valid up to <<*insert date*>>

III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<*insert date*>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

Annexure E- format for Power of Attorney

**Annexure 06
(On Judicial stamp Paper)**

Format for POWER OF ATTORNEY

Know all men by these presents, we.....do hereby constitute, appoint and authorize, who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the Application for the".....including signing and submission of all Documents and providing information / responses to the , representing us in all matters before DoCA, and generally dealing with in all matters in connection with our bid for the said Project.

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

For

Accept

Annexure F

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is entered on _____ ("**Effective Date**") by and between Department of Consumer Affairs ("**DoCA**") and _____.

WHEREAS

(A) Department of Consumer Affairs, DoCA

(B) _____ has been engaged by DoCA in order to provide _____ ("**Purpose**") in connection with the _____

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, DoCA and _____ hereby agree as follows.

1. In course of _____ engagement with DoCA, _____ shall be exposed to Confidential, proprietary, and highly sensitive information relating to DoCA. "Confidential Information" shall mean all information and data disclosed by DoCA ("**Disclosing Party/ Discloser**") to _____ ("**Receiving Party**"), or any information _____ becomes aware of / obtains / possess during his/her engagement with DoCA, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to;

(a) intellectual property

(b) trade secrets;

(c) proprietary information related to the current, future, and proposed products and services of the Disclosing Party including, without limitation, technical data, research, mask works, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software codes and designs, software programs, software source documents, and formulae, its information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists/information, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, price lists, pricing methodologies, cost data, market share data, licenses, contract information, business plans, financial forecasts, historical financial data, budgets, DoCA transactions data, demographic details, information regarding third parties or other business information disclosed by DoCA either directly or indirectly, whether in writing, electronically, orally, or by observation.

(d) information and physical material not generally known or available outside DoCA and information and physical material entrusted to DoCA in confidence by third

parties.

- (e) Inventions such as discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. This includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon created or developed by the Receiving Party. You understand that "Inventions" means any and all Inventions that you may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the contract.
 - (f) such other information which by its name or the circumstances of its disclosure is confidential. All Confidential Information provided by the Disclosing Party to the Recipient shall remain the sole and exclusive property of the Disclosing Party.
2. The Recipient agrees that at all times it shall: (a) will hold in strict confidence and not disclose to any third party the Confidential Information, except as approved in writing by the Disclosing Party, and (b) will use the Confidential Information only for the Purpose defined in this Agreement; (c) not reproduce Confidential Information in any form except for the Purpose; (d) not use the Confidential Information to make, have made or sell any products or services that compete with any of Disclosing Party's products or services or to exploit commercially and to derive profit and (e) not reverse engineer, decompile, or disassemble any Confidential Information.
 3. The Recipient agrees that it shall take adequate measures to protect the secrecy/confidentiality of and avoid disclosure and unauthorized use of the Confidential Information. The Recipient shall immediately notify the Disclosing Party, in writing, upon discovery of any threatened breach, actual loss, or unauthorised disclosure of the Confidential Information.
 4. The Recipient's obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient by the Disclosing Party; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Disclosing Party; (d) it was rightfully communicated to the Recipient free of any obligation of confidence by a third party subsequent to the time it was communicated to the Recipient by the Disclosing Party; (e) it was developed by employees or agents of the Recipient independently of and without use or reference to any Confidential Information communicated to the Recipient by the Disclosing Party; or (f) it is required to disclose pursuant to an order of a duly empowered government agency or a court of competent jurisdiction, provided due notice and an adequate opportunity to intervene

is given to the Disclosing Party , unless such notice is prohibited by such order.

5. Upon completion of the Term of this agreement or upon termination or upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all documents and other tangible materials representing the Confidential Information and all copies thereof, or certify the destruction thereof.
6. The Parties recognise and agree that nothing contained in this Agreement shall be construed as granting any property rights to the Recipient, by license or otherwise, to any Confidential Information of the Disclosing Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right in connection therewith. The Recipient shall not derive any profit from the use of the Confidential Information in an unauthorised manner to the exclusion of the Disclosing Party.
7. The Confidential Information shall not be reproduced in any form except in accordance with the provisions of this Agreement. Any reproduction of any Confidential Information by the Recipient shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends, which appear on the original, unless otherwise authorised in writing by the Disclosing Party.
8. The Recipient acknowledges that its breach of the Agreement may cause irreparable damage to the Disclosing Party and agrees that the Disclosing Party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
9. The Recipient acknowledges that all documents, including but not limited to any data, analysis, reports, statements, flowcharts, ideas, or any other material prepared by it using the Confidential Information or based on the information provided by DoCA is work made for hire ("Work Product"). The Receiving Party shall not use the Work Product for any other purpose or share with a third party without the prior written consent of DoCA. Recipient shall be liable for claims against DoCA for losses or damages arising out of such unauthorised use or disclosure and shall indemnify and keep indemnified DoCA against any such claims.
10. The Agreement contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to this subject matter and may not be changed, modified, amended or supplemented except by written instrument signed by both Parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be severed and the remainder of the Agreement will continue in full force and effect. The Recipient hereby acknowledges that no remedy at law will afford Discloser adequate protection against or appropriate compensation for breach of Recipient's obligations under this Agreement. The Recipient agrees that Discloser shall be entitled to seek specific performance of Recipient's obligations.

11. Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of DoCA.
12. This Agreement shall be governed by and construed in accordance with the laws of the India and the Parties hereby submit to the jurisdiction of the courts of New Delhi.
13. Term: This Agreement shall continue in full force and effect for a term of _____ from the Effective Date (“Term”). The termination of this Agreement shall not relieve the Recipient of its obligations with respect to Confidential Information disclosed under this Agreement. This confidentiality obligation of the Recipient shall prevail over any conflicting term in any other document executed between the Parties, unless otherwise specified.

IN WITNESS WHEREOF, the Parties hereto have caused this Non Disclosure Agreement to be executed by their duly authorized officers or agents on the date first set out above.

For DoCA

For _____

Authorized Signatory

Annexure G

List of Assaying and Hallmarking Centres

Link: <https://www.manakonline.in/MANAK/AHCListForWebsite>