

**REQUEST FOR PROPOSAL
FOR ENGAGEMENT OF MANAGEMENT CONSULTANT FOR STRATEGIC
TRANSFORMATION SUPPORT FOR BUREAU OF INDIAN STANDARDS AND DOCA**

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No.V-11/17/2022-BIS
Government of India
Ministry of Consumer Affairs, Food & PD
Department of Consumer Affairs

Krishi Bhawan, New Delhi
Dated: 19.09.2023

RFP NOTICE

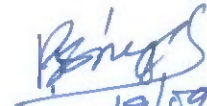
Subject: Request for Proposal for Engagement of Management Consultant for Strategic Transformation Support for Bureau of Indian Standards and DoCA.

The Department of Consumer Affairs, Ministry of Consumers Affairs, Food & Public Distribution, Government of India, **Requests for Proposal (RFP) online** for Engagement of Management Consultant for Strategic Transformation Support for Bureau of Indian Standards and Department of Consumer Affairs.

Important Information	
Issue of RFP documents	RFP document (providing Notice Inviting Bid, Instructions to Bidders, Terms of Reference, Evaluation Process and Criteria, Annexures and Forms, General Conditions of Contract, Client's Requirements and Scope of Services, etc.) can be downloaded from the DoCA website https://consumeraffairs.nic.in/ and Central Public Procurement Portal (CPPP) site, from 19 th September, 2023 up to 17 th October 2023, 1500hrs
Last Date & Time of Submission of Bids (Bid due date)	17 th October 2023, 1500 hrs
Date & Time of opening of Bids	18 th October 2023, 1500 hrs

For any addendum or corrigendum to the RFP document on any aspect, prospective bidders are requested to visit the official website of the DoCA and CPPP from time to time.

The DoCA reserves the right to reject any or all bids without assigning any reason.


19/09/2023

(Baldev Singh)

Under Secretary to the Govt. of India
Tel-23384627

Acronyms

Abbreviation	Full Form
The Bureau	Bureau of Indian Standards
DoCA	Department of Consumer Affairs
GOI	Government of India
BO	Branch Office
CPP	Central Public Procurement
RFP	Request for Proposal
RO	Regional Office
LOA	Letter of Award
BOQ	Bill of Quantities
GST	Goods and Services Tax
EMD	Earnest Money Deposit
DSC	Digital Signature Certificate

Disclaimer

The information contained in this Request for Proposal (RFP) document, provided by the DoCA, is for information of the Bidders to assist them in formulation of their proposals.

While the Department of Consumer Affairs (DoCA) has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither the DoCA nor any of its authorities or agencies or any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or imply as to the exhaustiveness or completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The DoCA shall not incur any liability, whatsoever, with regard to the completeness of the information contained in the RFP that the Bidder may require for submission of the proposal.

Respondents to this RFP are required to make their own inquiries or surveys or studies and will be required to confirm, in writing, that they have done so and they did not rely solely on the information provided in RFP.

This RFP is neither an Contract, nor an offer or invitation to perform work of any kind to any party.

The DoCA reserves the right:

- i. to amend any condition of the RFP through publication of Corrigendum, which will be uploaded on the Central Public Procurement Portal (CPPP) and on official website of DoCA, <https://consumeraffairs.nic.in/>
- ii. to change the scope of the Project, or to alter the time-table reflected in this document, or to change the process or procedure to be applied;
- iii. to reject any or all of the proposals received, if the Competent Authority of the DoCA decides so;
- iv. not to proceed with the Project, if the Competent Authority of the DoCA decides so; and
- v. to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type on any account will be paid to persons or entities submitting their Bid in response to this RFP.

Key dates for submission of Bids

Item	Description
RFP Number and Approving Authority	No.V-11/17/2022-BIS Secretary, DoCA
Date of publication of RFP	19 September 2023
RFP Title or Job Requirement	Strategic Transformation Support for BIS and DoCA
Name of the Organization	Department of Consumer Affairs
RFP Inviting Authority	Department of Consumer Affairs, 562 A, Krishi Bhawan, New Delhi 110001
Method of Selection	Quality and Cost-Based Selection (QCBS)
Advertisement of RFP	RFP advertisement has been made available on: 19 September, 2023 Website of Department of Consumer Affairs, (https://consumeraffairs.nic.in/) The Central Public Procurement Portal (http://eprocure.gov.in) from 19 September 2023 to 17 October 2023, 1500hrs
Name and address for communication and seeking clarifications regarding this RFP	Department of Consumer Affairs, 562 A, Krishi Bhawan, New Delhi 110001
Date, time & venue for pre-bid conference	On 11 October 2023 from 1500hrs onwards through video conferencing. Meeting link will be provided later on.
Last date for submission of pre-bid queries	The last date of submission of pre-bid queries shall be 09 October 2023 at 1500 hrs All the pre-bid queries should be received on or before the prescribed date and time, through CPP portal (only) with subject line as follows: <i>“Pre-Bid queries _ Strategic Transformation Support for Bureau of Indian Standards and DoCA _<Bidder’s Name>”</i> The queries should be submitted in the format as per the table prescribed at Clause 2.4 of RFP.

Item	Description
Date of publishing of responses to pre-bid queries	On 13 October 2023 Note: The DoCA shall publish responses to the pre-bid queries and or any corrigendum on Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure or app) or may send the same through e-mail or any other means.
Earnest Money Deposit (EMD)	INR 15 lakhs (INR Fifteen Lakhs only) payable through Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee (including e-Bank Guarantee) drawn in favour of Pay and Accounts Officer, Department of Consumer Affairs, payable at New Delhi, valid for 180 days from the bid submission end date.
EMD submission	EMD through Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee (including e-Bank Guarantee) shall be submitted on or before e-Bid submission end date and time (as mentioned below) to the tender issuing authority. The documents containing details of NEFT/RTGS/instrument of EMD shall be enclosed alongwith the technical bid. The bid will be summarily rejected in case of non-receipt of the original EMD instrument before the prescribed date. Also, the validity of the bid security shall be kept 45 days beyond the bid validity. Note: Registered MSEs and Start-ups are exempted from payment of EMD as described in clause “10-I” of the bid document.
Details for EMD Transfer	The Earnest Money shall be in the form of a demand draft / pay order/ Bank Guarantee drawn in favour of “Department of Consumer Affairs (DoCA)” drawn on any Scheduled bank payable at New Delhi. The format for providing EMD in the form of Bank Guarantee is provided at Form 19.
Bid Submission	Proposals shall be uploaded in the format and mode as provided for in the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) for this RFP in the system and shall be digitally signed by the Authorized Representative of the Bidder.
Last date for bid or proposal submission (on or before)	17 October 2023, 1500 hrs
Currency	Currency in which the Bidders may quote the price and will receive payment or submit security is ₹ (Indian National Rupees) only
Language of bid submission	The language of the bid shall be in English or Hindi and all correspondence, etc. shall conform to the English or Hindi language. The supporting documents and printed literature furnished by the Bidder in any other language can be

Item	Description
	submitted, provided they are accompanied by an accurate English or Hindi translation.
Date till which the RFP response or bid should be valid	Bid or proposal validity must remain valid up to 180 days from the last date of submission of the bids.
Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
Venue, Date & Time for opening of Technical bid	Department of Consumer Affairs, 562 A, Krishi Bhawan, New Delhi 110001 Date - 18 October 2023, 1500 hrs
Date & time for opening of Financial Bid evaluation	After the evaluation of Technical Bids by Committee

Note: The above dates, time and venue may be altered by the DoCA after giving prior notice to the Bidders. Some of the information provided in the above Fact sheet is further elaborated in the subsequent sections of this RFP and the information provided in the Fact sheet and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

1. Background

1.1 About the Bureau of Indian Standards

The Bureau of Indian Standards (the Bureau) is the National Standards Body of India. It functions under the aegis of the Ministry of Consumer Affairs, Food and Public Distribution as per the BIS Act 2016, Rules and Regulations thereunder. It has 41 Branch Offices, 5 Regional Offices and 9 Laboratories spread across India. The Bureau in addition to its main activity of Standards Formulation also provides Conformity Assessment Services ensuring quality of goods under certification. This covers Product Certification (ISI Mark), Compulsory Registration Scheme (CRS), Hallmarking of Gold and Silver jewellery or articles, Systems Certification, etc. The Bureau also provides certification services to foreign manufacturers. The Conformity Assessment Scheme of the Bureau is supported by a network of 8 BIS Laboratories and about 293 outside recognized laboratories and 260 empanelled Govt. laboratories.

1.2 Purpose

1.2.1 India is the world's sixth-largest economy by nominal GDP and the third-largest by purchasing power parity (PPP). India is witnessing rapid socio-economic changes aided by transformative policy decisions. As per the World Bank report in October 2021, India is expected to emerge as the second fastest growing major economy. The focus is to optimize the use of available resources and to increase the Ease of Doing Business, to catapult the nation to the status of a global economic power.

1.2.2 The Standards have an enormous role to play in catalysing the growth of a nation. The Standards are outcome of voluntary cooperation among industries, consumers, public authorities, researchers and other stakeholders for the development of technical specifications based on consensus. The Standards have been widely recognized as catalysts for introduction of new technologies and innovations, industrial growth and more recently for convergence of new and emerging technologies. The Standards also help in dissemination of knowledge in industries, where products and processes supplied by various providers must interact with one another. The Globalization and free market access of goods has led to the need for single globally acceptable technical standards. Compliance to such standards provides a workable base, for acceptance or otherwise rejection of goods, and for resolving any consequential disputes, thereby facilitating the local manufacturers in accessing global markets. The growing influence of standards and technical regulations, along with corresponding conformity assessment procedures, on trade and consumers, has been recognized worldwide, through the agreements on Technical Barrier to Trade (TBT) of World Trade Organization (WTO), where compliance to standards has been recognized as a means to reduce Technical Barrier to Trade.

1.2.3 The standard setting process in India has been led by the Bureau of Indian Standards (BIS), the National Standards Body of India, since 1947 and has developed more than 21,000 Indian Standards across 15 sectors covering various aspects of economy. The Bureau, as the National Standards Body, represents India in international standards bodies, like, International Organization for Standardization (ISO) and International Electro-technical Commission (IEC) and has the right to adopt the standards of these bodies as the national standards while taking into consideration the need to address local factors and conditions. The Bureau is following the code of good practice as articulated in Annex III of the WTO-TBT agreement in the preparation, adoption and application of standards to which India is a signatory. This international code regulates the development process of

standard formulation, following openness, impartiality and consensus based approach, allowing the participation of all interested parties.

1.2.4 The Indian National Strategy for Standardization (INSS) evolved by the Ministry of Commerce and Industry has identified convergence of all standards development activities in India as one of the goals with the Bureau, the National Standards Body as the umbrella organization. The Bureau has taken lead from INSS and has launched its Scheme for recognizing SDOs to attain “One Nation One Standard” vision of Govt. of India and Research Design & Standards Organization (RDSO) of Indian Railways has become the first Institution to be recognized under the same.

1.2.5 The Bureau has analysed the other goals of INSS as well, and has drawn its own course of future work, the Standards National Action Plan (SNAP), with active support and involvement of stakeholders. In SNAP actions have been identified to achieve the objectives of identification of standardisation needs and enhancing stake holder involvement, making standardisation processes efficient and fast, ensuring harmonious standardisation activities in the country, increased participation and involvement in international standardisation activities and increasing awareness and implementation of standards.

1.2.6 At this juncture, the Bureau must play a more strategic role. It must determine its pathways of growth through expanding existing offerings and entering new frontiers, accordingly, developing critical enablers of capability building (skills, infrastructure & IT.) and organizational model (partnerships, communication etc.). It must identify opportunities to create effective standards based on industry trends, and aligning with global benchmarks. For the domestic market, it must ensure that standards drive up the quality of goods & services, as well as protect the consumers. From an organization’s efficiency point of view, it must improvise the standard-setting and certification process to effectively enforce conformity.

1.2.7 This RFP is invited to select reputed consultant, to develop and implement a large scale transformation roadmap to allow the Bureau to play a more significant role in the standard setting and conformity assessment ecosystem in India. Strategic transformation at the Bureau will be driven by the key objective of enhancing its role as a 'facilitator' while continuing to play a regulator role. This transformation will maintain a balance between various considerations of cost, quality, and safety.

2 Instructions to bidders

Critical Dates and Other Important Points

Issue of RFP documents	RFP documents can be downloaded from the official website of the DoCA https://consumeraffairs.nic.in/ (for reference only) and Central Public Procurement Portal (CPPP) site, https://eprocure.gov.in/eprocure/app from 19 September 2023 to 17 October 2023, 1500hrs
Pre-Bid Meeting	On 11 October 2023 from 1500hrs onwards through video conferencing. Meeting link will be provided later on.
Last date for submission of queries	09 October 2023, 1500 hrs
Last Date & Time of Submission of Bids (Bid due date)	17 October 2023, 1500 hrs
Date & Time of opening of Bids	18 October 2023, 1500 hrs
Last Date and Time of submission of performance security	15 days from issue of LOA
Commencement of work	Date of signing of Contract
Completion period of the Work	The documents should be submitted to DoCA within nine months from the date of execution of the contract, and the final version of the documents within one month of the receipt of the feedback of the DoCA on the draft Report. The Agency shall be associated with the project till its completion. Time period for key deliverables is given in Terms of the reference.
Bid Validity	180 days from the last date of submission of bid or any extension thereof.
Scope Of Work	Strategic Transformation Support for Bureau of Indian Standards and DoCA
Bidding Process	Interested bidders are required to submit their bids for the mentioned scope of work.
Address for Communication	Department of Consumer Affairs, 562 A, Krishi Bhawan, New Delhi 110001 <i>Email: usbis-ca@gov.in</i>

2.1 Notice Inviting Bid

The DoCA Requests for Proposals (RFP) for Engagement of Organizations for Strategic Transformation Support for Bureau of Indian Standards and DoCA, which shall be submitted online through CPPP under two bid system (Technical bid and Financial bid), for carrying out the Strategic Transformation Support for Bureau of Indian Standards and DoCA, as per the terms of reference as specified in Clause 4.

2.2 Issue of Tender Document

The RFP documents can be downloaded from the official website of the DoCA website <https://consumeraffairs.nic.in/> (for reference only) and Central Public Procurement Portal (CPPP) site, <https://eprocure.gov.in/eprocure/app> from 19 September 2023 to 17 October 2023, 1500hrs.

At any time prior to the last date of submission of bids, the DoCA may amend the RFP document by issuing an addendum or corrigendum by announcing it through its official website and CPPP. The addendum or corrigendum shall be binding on all the bidders. To give the Bidders reasonable time in which to take an amendment into account in their bids, the DoCA may, if the amendment is substantial, extend the deadline for the submission of bid.

The Bidder shall bear all costs associated with the preparation and submission of their bid. The DoCA shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

2.3 Language of Bid or Contract

The language of the bid shall be in English or Hindi and all correspondence, etc. shall conform to the English or Hindi language. The supporting documents and printed literature furnished by the Bidder in any other language can be submitted, provided they are accompanied by an accurate English or Hindi translation. Any material that is submitted in a language other than English or Hindi and which is not accompanied by an accurate English or Hindi translation will not be considered.

2.4 Clarification on Queries and Pre-bid Meeting

The bidders can request for clarifications on any clause of the RFP document which shall be through the e- procurement portal only, on or before 09 October 2023, 1500hrs. Bidder seeking clarifications must upload their queries in below mentioned format on CPPP:

RFP for “ _____ ”						
RFP No. : _____						
Ref No.: -----						
Dated _____						
Name of Agency _____						
Query Format						
Sl No.	Page No. of RFP	Section	Clause	RFP Statement	Query	Response or Clarification

The DoCA shall conduct a pre-bid meeting on 11 October 2023 from 1500hrs through Video Conferencing to answer any queries the Bidders may have in connection with the Project and to give them relevant information regarding the same. The bidders seeking clarification(s) online may also intimate regarding attending the pre-bid meeting in their request. Bidders may also seek clarifications during the pre- bid meeting.

The DoCA will discuss the queries raised on the CPPP in the Pre-Bid Meeting. The DoCA's response (including explanations to the queries received but without identifying the source of inquiry) will be uploaded on the CPPP and on the official website of the DoCA. If the DoCA deem it necessary to amend the RFP as a result of a clarification, it will do so following the procedure given in clause 2.5.

2.5 Amendments to the RFP Document

- i. At any time prior to the deadline for the submission of Bids, the DoCA may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP by an amendment notice.
- ii. The said amendment in the form of an addendum or corrigendum would be uploaded by the DoCA on CPP portal and the official website of the DoCA, <https://consumeraffairs.nic.in/>. This communication shall be binding upon all Bidders.
- iii. In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, the DoCA may, at its discretion, extend the deadline for the submission of bids.

2.6 Validity of Bids

The bids shall be valid for a period of 180 days from the date of opening of bid or any extension thereof. The DoCA reserves the right to reject any bid, which does not meet this requirement.

Prior to the expiry of the original Bid Validity Period, the DoCA may request Bidders to extend the Bid Validity Period for a specified additional period.

2.7 Earnest Money Deposit (EMD)

- i. The bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) or bid Security from scheduled bank as per the details prescribed in Notice Inviting Bids of this RFP.
- ii. No bidder is exempted from furnishing the said EMD except Registered MSEs and Start-ups as described in the next clause. The currency of the EMD shall be Indian Rupees (INR) only.
- iii. Registered MSEs and Start-ups as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued by Department of Micro, Small & Medium Enterprises (MSME) or as registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from payment of EMD on production of valid certificate of registration with the authority or agency as indicated in the policy.
- iv. EMD through NEFT/RTGS, Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee (including e-Bank Guarantee) shall be submitted on or before e-Bid submission end date and time (as mentioned below) to the tender issuing authority. The documents containing details of NEFT/RTGS/instrument of EMD shall be enclosed alongwith the technical bid. Also, the validity of the bid security shall be kept 45

days beyond the bid validity.

- v. Note: Registered MSEs and Start-ups are exempted from payment of EMD as described in clause “10-I” of the bid document.
- vi. Bids received without the EMD will be treated as non-responsive and shall be rejected outright. No further communication from the bidder, in this regard, shall be entertained by the DoCA.
- vii. No interest shall be payable by the DoCA on deposited EMD.
- viii. The EMD shall be forfeited in the following cases:
 - a. Any information submitted by the bidder is found to be incorrect or forged.
 - b. If bid is withdrawn during the validity period or any extension agreed by the DoCA and bidder.
 - c. If the bid is modified in a manner not acceptable to the DoCA after opening of the bid.
 - d. If the bidder tries to influence the evaluation process.
 - e. If the bidder fails to pay the performance bank guarantee within 15 days.
 - f. If the Service Provider fails to sign the contract in accordance with clause “Award of Contract”.
- ix. EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract'. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.
- x. The bid security of the Service Provider will be returned after signing of contract between the DoCA and Service Provider pursuant to clause 10-K (Award of Contract) and furnishing of PSD pursuant to clause 10-J.

2.8 Eligibility to bid

2.8.1 Eligibility Criteria

The agency fulfilling the eligibility or qualifying requirements mentioned below are hereby invited to submit their proposal online through CPP Portal for participating in Competitive Bidding for this work.

Only those agencies which are not currently blacklisted by any State Government, Central Government or any other Public Sector undertaking or a corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on last date of submission of bid can submit their bid. **Self-Declaration for non-blacklisting** (duly signed by the authorized signatory) as per Form 8 shall be submitted by the bidder. In case of Consortium, relevant certificates will be required from the partners).

- i. Single firm or consortium of firms (Turnover of each member of consortium will be accounted for to arrive average annual financial turnover of consortium) having **average annual financial turnover, from consultancy assignments, of ₹ 30 Crores** in immediate preceding three financial years i.e. 2019-2020, 2020-2021 and 2021-2022.
- ii. In case of a consortium, each member shall have a minimum turnover, from consultancy assignments, of **₹ 15 Crores** as average annual consultancy turnover in immediate preceding three financial years as applicable.
- iii. Single Agency or member of consortium of agencies must have past experience of executing similar nature of work as a single agency or as a member of consortium. The past experience should be in the name of the single agency or consortium or member of consortium.

- iv. Experience and financial turnover of sub-agencies resources will not be considered for meeting the qualifying financial or experience requirements and criteria.
- v. Own works shall not be considered for prequalification.
- vi. In case of assignments completed abroad, the agency is required to submit completion certificate of consultancy assignments duly authenticated or verified by the Indian mission or embassy of the said place or country.
- vii. Each member of the consortium shall be jointly and severally responsible (declaration to this effect to be submitted along with the RFP).
- viii. The Bidders shall upload documentary evidence for all eligibility conditions mentioned in the RFP.

2.8.2 Obligation to Maintain Eligibility and Qualifications:

The Contract will be awarded to the Contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the DoCA within 07 days of it coming to the Contractor's knowledge of the Contractor/Agency.

2.8.3 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business:

The Contractor must proactively keep the DoCA informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

- i. a new partner shall not be introduced in the firm except with the previous consent in writing of the DoCA, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
- ii. On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the DoCA may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
- iii. If the contract is not terminated as provided in Sub-clause (ii) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, 1932 has been sent by him to the Procuring Entity in writing or electronically.

2.9 Disqualification

Even if a Bidder meets the criteria in clause 2.8, the DoCA may order disqualification of the Bidder if,

- a. The Bidder has:
 - i. Made misleading or false representations in the forms, statements and attachments submitted; or

- ii. The Bidder is currently blacklisted or debarred by any Government Agency even if this has happened after submission of this RFP; or
 - iii. The Bidder resorts to unethical practices or on whom investigation or enquiry proceedings have been initiated by the Government investigating Agency or Vigilance Cell; or
 - iv. The Bidder has submitted more than one Bid for the same work.
- b. No Bidder either individually or as part of a Consortium shall submit more than one proposal for the Assignment. A bidder, applying either individually or as part of a Consortium or Joint Venture shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

2.10 Norms for Consortium of Agencies

In cases where the Bidders are Consortium of Agencies, they would need to comply with the following additional requirements:

Unless the parties are shareholders in a Joint Venture which is an existing corporate entity constituted under the Companies Act, 2013, as on the date of submission of Bids, the parties shall enter into a Memorandum of Understanding (the “MoU”) for the purpose of making the Application or Proposal or Bid. The MoU shall, *inter-alia*, also convey the intent of formation of a Company (on award of the work) as per the Companies Act, 2013. It would be this Company which would enter into the Contract with the Client and subsequently carry out all the responsibilities as mentioned in the Contract, in case the Consortium is declared as the Successful Bidder. The MoU shall also clearly outline the proposed roles and responsibilities of each member at each stage in the lifecycle of the Project.

- i. A copy of the MoU or the existing Shareholders’ Contract (providing the details as required from the MoU) as the case may be shall be submitted along with the Proposal or Bid. The MoU should contain the above requirements failing which, the Proposal or Bid shall be declared as non-responsive and summarily rejected. The MoU, or the Shareholders’ Contract as the case may be, shall be governed by the laws, rules and regulations of India and would be subject to jurisdiction of Indian Courts only.
- ii. Members of the Consortium shall nominate one member as the Lead Member. The nomination shall be supported by a Power of Attorney as per **Form 3** and should be signed by both the members.
- iii. All the members of the Consortium shall be jointly and severally liable for the execution of the Project.

The consortium may take the form of a Joint Venture (JV) or a sub consultancy. Maximum number of partners in JV shall be limited to three. In case of a JV, all members of the JV shall sign the contract and shall be jointly and severally liable for the entire assignment. Technical expertise as per Clause 4.5, Table (vii) shall be met collectively by the Partners in Joint venture.

2.10.1 Conflicting Association

A firm shall submit only one proposal, either individually or as a JV partner in another proposal. If a firm, including a JV partner, submits or participates in more than one proposal, all such proposals shall be disqualified.

2.11 Preparation of Bid

2.11.1 Bidders responsibility

The Bidder is solely responsible for the preparation of Bids and details therein.

The Bidder is expected to examine carefully all the contents of RFP document and factor the same into his Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidders' own risk. The bids which are non-responsive to the requirements of RFP will be rejected.

The bidder shall be deemed to have reviewed the scope and its extent and taken into account all relevant factors pertaining to the scope in the preparation and submission of the Bid.

The bidder shall bear all costs associated with the preparation and submission of his bid and the DoCA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

2.11.2 Rates how to be quoted

The bidder is expected to work out his rates keeping in view the technical requirements & conditions and arrive at the amount to be quoted. The bidder shall be deemed to have satisfied itself before bidding as to the correctness and sufficiency of its bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

The Financial bid shall be inclusive of all taxes including Local taxes, etc. to be paid by the bidder for the services to be supplied at specified places and claim for extra payment on any such account shall not be entertained. In case the Government levies or modifies any tax subsequently, the same will be adjusted plus or minus as the case may be. The bidder has to ensure that the above bid amount quoted is inclusive of all manpower support required for the project execution and continuous support during the entire contract period.

2.12 Submission of Bids

Bids must be correct and complete in all aspects. The DoCA will evaluate the bid based on its clarity, correctness and completeness of its response to the requirements of the project as outlined in this RFP. The bidder must keep in mind the below points regarding the bidding –

Online Bids will be accepted only at CPPP (<https://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPPP, using valid Digital Signature Certificates. Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors or Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement as given in **Annexure I**. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>. If any bidder fails to submit online on CPPP, then the bid shall be treated as "Non- Responsive".

The bidders should note that the bid (comprising Technical Cover 1, and Financial Cover 2) should be submitted online before the last date and time for submission of completed Bids.

The bid documents may be scanned with minimum 100 dpi with black and white option which helps in reducing size of the scanned document.

The bidder who has downloaded the tender from the official website of the DoCA and CPPP shall not tamper or modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered or modified in any manner, bid will be completely rejected

and bidder may be banned from doing business with the DoCA.

Any indication of 'Quoted Price' in the online technical bid documents or hard copies of the bid documents submitted to the DoCA shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final.

The last date and time for submission of completed bids is 17 October 2023, 1500hrs. The DoCA may, at their discretion, extend this date, in which case all rights and obligations of the DoCA and the bidder shall thereafter be subject to the new deadline as extended. If such nominated or extended date for submission of bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of the bid.

2.13 Modification and Withdrawal of Offer

The bidder can modify the bid online prior to the last date and time of submission of the bids. Once the bid is withdrawn by the bidder then he will not be able to submit the bid again.

2.14 Contents of Bid Document

The bidders shall submit their bids in two parts, Technical Cover 1, and Financial Cover 2. All pages shall be signed and sequentially numbered by the bidders irrespective of nature of content of the documents before uploading.

The Technical Cover 1 shall consist of the technical bid and information conforming responsiveness and other information from the bidders as required under this RFP.

(I) Technical Cover 1 shall comprise the following:

- a) Signed and scanned copy of Form of Bid, as per **Form 1**.
- b) Checklist for the enclosed documents as per the format attached as **Annexure II**.
- c) Registration or Incorporation Certificate as a documentary proof of having a registered office in India.
- d) Undertaking as per **Form 9**, on letter head of Bidder of not having been found guilty of any criminal offence by any Court of law.
- e) Undertaking on letter head of Bidder of not having a conflict of interest in the assignment as specified in the RFP document.
- f) Undertaking on letter head for complying with the code of integrity.
- g) Undertaking on letter head to sign integrity pact with the DoCA.
- h) Attested copy of Goods & Service Tax Registration (GST) registration.
- i) Attested copy of PAN No. Registration.
- j) Power of Attorney as per **Form 2** (in favour of the authorized signatory of the Bidder) to submit Bid.
- k) In case of a Consortium of Agencies, Power of Attorney in favour of the lead member as per **Form 3**.
- l) In case of a Consortium of Agencies, Memorandum of Understanding (MOU).
- m) Self-Declaration on letter head of not being currently blacklisted (duly signed by the authorized signatory). In case of Consortium, relevant certificate will be submitted

by both the partners.

- n) Initialed RFP document.
- o) Abstract of the Projects of similar nature and scale completed within or outside India in the preceding 7 years certified by MD/CEO/Authorized Signatory in **Form 11**
- p) Financial Information in **Form 12**.
- q) **Proposed scope and methodology of work**
 - Bidder's understanding and comprehension of the work involved.
 - The approach and methodology proposed for carrying out the services covered in the scope of work to be submitted as prescribed in **Form 13**.
 - Bidders understanding of regulatory processes as exist, variations as may exist and the impact of these on time, quality, etc.
 - Bidders understanding of shortcomings of existing processes & fields where there is scope to improve.
 - Bidders understanding of the project
- r) **Organizational Capability – Proposed team for the assignment**
 - Number of proposed technical staff in **Form 14**.
 - Academic qualification of the staff in **Form 14**.
 - Relevant work experience of the proposed staff in the **Form 14**.
- s) An organization chart for the project with roles and responsibilities of each key staff member (identified by name), within the overall work programme.
- t) The bidder shall clearly demonstrate the capabilities of the team leader in the preparation of the improved processes by giving examples and details of such projects and work done in previous Projects. The bidder shall be asked to make a presentation of the project(s) already executed to demonstrate their capabilities.

The agency is required to submit Abstract of the Projects of similar nature and scale completed within or outside India in the preceding 7 years certified by MD/CEO/Authorized Signatory in Form 11.

In case of assignments completed abroad, the agency is required to submit completion certificate duly authenticated or verified by the Indian Mission or Embassy of the said place or country.

Wherever sought during evaluation by the DoCA, the bidder should validate the data provided as above using suitable documentary evidence such as client certificates, audited balance sheets, annual reports etc., clearly giving the reference to the evidence against the relevant portion.

NOTES

1. The list of documents has been prepared mainly for the convenience of the bidders and any omission on the part of the DoCA shall not absolve the bidder of his responsibility of reading and understanding the various clauses in the RFP including the specifications and to submit all the details specifically called for (or implied) in those clauses.
2. All documents issued for the purpose of bidding and any amendments issued shall be

deemed as incorporated in the bid.

(II) Financial Cover 2 shall comprise the following:

- i. The following shall be furnished by the bidder as the Financial bid as per the RFP document:
 - a) Cover letter (**Form 15**); and
 - b) Price Bid in form of BOQ.xls. (**Form 16**).

Financial bid submitted in any other format will stand disqualified and rejected.

- ii. The bidder shall fill up the price as per format in the **Form 16**. The bid price should be total all-inclusive lump sum price in Indian Rupees only so as to include all costs associated with the Project including any out of pocket or mobilization expenses, office expenses and GST as applicable till the date of receipt of bid. In case Government levies or modifies any tax subsequently, the same will be adjusted plus or minus as the case may be. The bidders has to ensure that the above bid amount quoted is inclusive of all manpower support required for the project execution and continuous support during the entire contract period.
- iii. The Financial bid should be submitted online only in CPPP (<https://eprocure.gov.in/eprocure/app>). No hard copy of financial Bid shall be submitted.
- iv. The price should not be indicated in any of the document enclosed in Technical Cover 1. Non-compliance shall entail rejection of the bid.
- v. The Financial Bid should be written both in words and figures at appropriate places.
- vi. Bids containing any conditions in the Financial Bid shall be summarily rejected.

Any addition, modification, alteration, etc, if observed in any of the bid documents containing all volume (all parts) at any stage, the bid shall be summarily rejected.

(III) Format and Signing of Bid

Bid documents of Technical Cover 1, and Financial Cover 2 shall be stamped and signed on all pages by a person duly authorized to sign Bid documents. The authorized person shall also sign, scan and upload the “Form of Bid” as per **Form 1**. The signed Bid documents shall be marked “ORIGINAL”. The Bidder shall also submit a power of attorney authorizing the person signing the documents as per the Instruction to Bidders. The authorized person shall scan and upload the bid documents.

Entries to be filled in by the Bidder shall be typed or written in indelible ink.

The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by the DoCA, or as necessary to correct errors made by the Bidder. All amendments or corrections shall be initiated by the person or persons signing the Bid.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

(IV) Power of Attorney

Bidders shall submit, along with Technical Cover 1, Power of Attorney as per **Form 2**, on a duly notarized stamp paper of an appropriate value, in favour of the person signing the Bid documents. The said authority shall also include authority to make corrections or modifications and interacting

with the DoCA and for acting as the contact person.

In case of a Consortium of Firms, the parties shall also submit a Power of Attorney as per **Form 3** for the appointment of the lead member on a duly notarized stamp paper. The lead member should authorize the authorized signatory of the Consortium of Firms.

2.15 Bid Opening and Evaluation

2.15.1 Bid Opening

- i. The bids will be opened as per date and time as mentioned in Notice. If such nominated date for opening of the bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the bid.
- ii. The bidders can participate in the bid opening process online at the scheduled time by logging in to the CPPP portal.
- iii. The bids which do not comply with one or more of the foregoing instructions may not be considered.
- iv. On opening of bid envelope, the bids will be examined to see if they are complete, and contain all documents. If the documents do not meet the requirements of the RFP, a note will be recorded accordingly by the DoCA and the said bidder's proposal may not be considered for further processing or evaluation.
- v. The bidder's name, the presence or absence of the requisite Bid Security Declaration, etc and such other details as the DoCA or their authorized representative, at his discretion, may consider appropriate will be uploaded at the time of bid opening.
- vi. After online opening of Technical Cover 1, the results of responsiveness of bids will be uploaded on CPPP.
- vii. The original copy of the technical bid shall be prepared in indelible ink and shall be signed by the bidders authorized representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposal. The authorized person or persons signing the proposal shall initial all pages of the proposal.
- viii. The bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The authorized person or persons signing the proposal shall initial any such corrections.
- ix. The bid shall be valid for a period of 180 days from the last date of its submission or any extension thereof.
- x. From the time the bids are opened to the time the contract is awarded, the bidders should not contact the DoCA except for seeking clarification which shall be through the e-procurement portal. Any effort by the agency to influence the DoCA in the evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the agency's bid.

2.15.2 Determination of Responsiveness

- i. Prior to the detailed evaluation of the bids, the DoCA will determine whether each Bid is responsive to the requirements of the RFP.
- ii. For the purpose of this Clause, a responsive bid is one which
 - a. is received by the Bid due date and time as per of Notice including any extension thereof, if any.
 - b. is signed and submitted as stipulated.
 - c. is accompanied by the Power(s) of Attorney.
 - d. contains all the information as requested in the RFP and in the required formats as specified in this RFP.
 - e. is valid for the validity period.
 - f. is accompanied by the required tender processing fee for the RFP.
 - g. is accompanied by the EMD.
 - h. is accompanied with a Self-Declaration on letter head of Bidder of not being currently blacklisted (duly signed by the authorized signatory). In case of Consortium, relevant certificate will be submitted by both the partners.
 - i. valid Registration or Incorporation Certificate as a documentary proof of having a registered office in India.
 - j. undertaking as per **Form 9** on letter head of Bidder of not having been found guilty of any criminal offence by any Court of law.
 - k. undertaking on letter head of Bidder of not having a conflict of interest in the assignment as specified in the RFP document.
 - l. undertaking on letter head for complying with the code of integrity.
 - m. undertaking on letter head to sign the integrity pact with the DoCA.
 - n. attested copy of Goods & Service Tax Registration (GST) registration.
 - o. attested copy of PAN No. Registration.
 - p. power of Attorney as per **Form 2** (in favour of the authorized signatory of the Bidder) to submit Bid.
 - q. in case of a Consortium of Firms, Power of Attorney in favour of the lead member as per **Form 3**.
 - r. in case of a Consortium of Firms, Memorandum of Understanding (MOU).
 - s. Conforms to all the terms, conditions and specifications of RFP without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, client's rights or the Bidders obligations under the contract as provided for in the RFP or is of an essential condition, the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids at reasonable price.

- iii. if a Bid is not substantially responsive to the requirement of the RFP, it will be rejected by the DoCA. The decision of the DoCA as to which Bids are not substantially responsive shall be final.

2.15.3 Evaluation of Bids

- i. The DoCA would subsequently examine and evaluate Bids in accordance with the criteria set out in Section 5.
- ii. The DoCA reserves the right to reject any Bid if,
 - a. At any time, a material misrepresentation is made or uncovered; or
 - b. The bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the bid.

2.15.4 Clarification of Bids

Evaluation of technical cover submitted by bidders shall be undertaken based on the details submitted in the technical bid only. The bidder shall not be allowed to submit on their own, additional information or material subsequent to the last date and time of submission of bid, and such material if submitted will be disregarded. It is therefore essential that all the details are submitted online by the Bidder accurately and specifically in their technical bid avoiding ambiguous answers. However, the DoCA reserves the right to seek any clarification from the bidders for details submitted with technical bid.

2.15.5 Confidentiality

- i. Except the public opening of bid, the information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of the contract shall not be disclosed to bidders or other persons.
- ii. Any effort by a bidder or through any other source to influence the employees of the DoCA or members of Evaluation Committee in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award of contract, shall result in the rejection of their bid.

2.16 Award of Contract

2.16.1 Notification of Award

- i. Prior to the expiry of the period of bid Validity, the DoCA will notify the successful name of the bidder through CPPP, to be confirmed in writing by registered post or speed post or by courier. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Award') shall mention the sum which the DoCA will pay to the agency in consideration of the work performed by the agency as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Assignment Fee') to the satisfaction of the Client. No correspondence will be entertained by the DoCA from the unsuccessful Bidders.
- ii. The Letter of Award shall constitute a part of the contract.

2.16.2 Signing of Contract

- i. The DoCA shall prepare the Contract as per **Form 5** included in this Document,

duly incorporating all the terms of Contract between the two parties. Within 30 days from the date of issue of the Letter of Award, the successful bidder will be required to execute the contract.

- ii. The successful bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award.
- iii. One copy of the Contract duly signed by the client and the agency through their authorized signatories will be supplied by the client to the agency.
- iv. In case successful bidder does not sign the contract with the client, the client reserves the right to retender the project.
- v. The Contract may be suitably amended with the mutual consent during the currency of the contract.

2.17 Conflict of Interest

2.17.1 The client requires that the selected agency provides professional, objective, and impartial advice and at all times hold the client's interest's paramount, strictly avoid conflicts with other Assignment or jobs or their own corporate interests and act without any consideration for future work.

2.17.2 Without limitation on the generality of the foregoing, Agency, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

- (i) **Conflicting activities;** An agency that has been engaged by the Client to provide goods, works or Assignment or job other than the assignment or job for a project, and any of its affiliates, shall be disqualified from providing the assignment or job related to those goods, works or Assignment or job. Conversely, a firm hired to provide assignment or job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment or job other than consulting assignment or job resulting from or directly related to the firm's consulting assignment or job. Other than the assignment or job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- (ii) **Conflicting assignment or job;** An agency (including its Personnel and Sub- Agencies) or any of its affiliates shall not be hired for any Assignment or job that, by its nature, may be in conflict with another Assignment or job of the agency to be executed for the same or for another Client. For example, an agency hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and an agency assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, an agency hired to prepare Terms of Reference for an Assignment or Job should not be hired for the assignment or job in question.
- (iii) **Conflicting relationships;** An agency (including its Personnel and Sub- Agencies) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the

assignment or job, (ii) the selection process for such assignment or job, or (iii) supervision of the contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the contract.

- (iv) The agency has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the DoCA, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the agency fails to disclose said situations and if the DoCA comes to know about any such situation at any time, it may lead to the disqualification of the agency during bidding process or the termination of its contract during execution of the assignment.

2.18 Employment of Officers or Retired Officers of the Bureau & DoCA

The Bidder(s), either at Proposal stage or during the execution stage shall not employ or attempt to employ any staff from current or past employees including retired employees of the DoCA in any capacity unless such employee has completed at least two years post retirement or resignation or had obtained a ‘No Objection Certificate’ specific to this effect from the DoCA as the case may be.

2.19 Standards of ethics

The Client desires that the agency should observe the highest standards of ethics during the selection and execution of such contracts.

- a) In pursuance of the above objective, this policy defines, the terms set forth as below:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

“collusive practice” means a scheme or arrangement between two or more agency, with or without the knowledge of the client, designed to establish prices at artificial noncompetitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- b) It is further provided that,

- (i) The client will reject a bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question; and
- (ii) The client will declare a bidder ineligible, either indefinitely or for a stated period of time,

to be awarded a Government contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

2.20 Client's right to accept any Bid and to reject any or all Bids

Notwithstanding anything above, the DoCA reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders about the grounds for the DoCA's action.

The DoCA reserves the right to cancel or annul the selection process, at any stage prior to the award of the Contract, in Larger public interest, on account of the following:

- a. in case no bid is received.;
- b. occurrence of any event due to which it is not possible to proceed with the selection process;
- c. an evidence of a possible collaboration or mischief on part of the bidders, impacting the competition, objectivity and transparency of the selection process;
- d. it is discovered that the bidders have breached standard of ethics; or
- e. any other reason, which in the opinion of the Client necessitates the cancellation of the selection process.

On occurrence of any such event, the DoCA shall notify all the bidders within 7 days of such decision.

The DoCA further reserves the right to abandon the project or to retender the process or get the work done by a Government agency or Quasi Government agency if the bids received are not acceptable due to reasons in sub clauses (a) to (d) above or for any other reason.

3 Conditions of contract

3.1 Definitions

For the purpose of this Contract, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

- 3.1.1 **“Assignment”** means the work to be performed by the agency pursuant to the Contract.
- 3.1.2 **"Authorized Representative"** shall mean the representatives of "Client" and or “agency” as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.
- 3.1.3 **“The Bureau”** shall mean Bureau of Indian Standards having its headquarters at Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi 110002 established under the Bureau of Standards Act, 2016, who will supervise the work of agency for which this RFP has been invited.
- 3.1.4 **“Client”** means DoCA’s authorized agency and assignees.
- 3.1.5 **“Client’s Representative”** shall mean the representatives of the Client who are duly empowered and authorized to act for and on their behalf.
- 3.1.6 **‘Competent Authority’** shall means the officer(s) who finally approves the decision.
- 3.1.7 **“Agency”** shall have the same meaning as Successful Bidder and with whom the Contract has been signed.
- 3.1.8 **“Contract”** means the Contract signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Terms of Reference, Client’s Requirements, Agencies’ Proposal, General Conditions of Contract and the Annexures and Forms, amendments to RFP documents, if any, schedules, mutually accepted conditions in the authorized correspondence exchanged with the bidder by the DoCA and any other document forming part of the contract.
- 3.1.9 **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the DoCA.
- 3.1.10 **‘Contractor’** shall mean the individual or firm or company or agencies whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- 3.1.11 **“Day”** means calendar day.
- 3.1.12 **‘Secretary’** shall mean the Secretary of the DoCA, for the time being holding that office and also his successor and shall include any officer authorized by him.
- 3.1.13 **“Government”** means the Government of India.
- 3.1.14 **"Parties"** means Client and Agencies, each one individually referred to as Party.
- 3.1.15 **“Project Monitoring Committee”** mean the Committee set up by the Client for the purpose of Monitoring of progress of the Project.
- 3.1.16 **“Project”** shall mean Strategic Transformation Support for Bureau of Indian Standards and DoCA, as per the scope defined in the RFP documents, for which Agencies is to provide Services in accordance with and as per the terms and conditions of this Contract.
- 3.1.17 **“Proposals” or “Bids”** means the Technical and or Financial Proposal submitted by the Bidder with the RFP.
- 3.1.18 **“RFP”** means the Request for Proposal prepared by the Client for the Selection of Agency.

3.1.19 “Services” shall mean the services to be provided by the agency as per the scope of work for the Project

3.1.20 “Start of Work” shall mean the date of commencement of works by the agency.

3.1.21 “Terms of Reference” (TOR) means the document included in the RFP in Section 4.

3.2 Parties to the Contract

The parties to the contract shall be the Contractor, whose offer is accepted by the DoCA; and the DoCA. The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the DoCA may, without prejudice to any other Civil or Criminal remedies, terminate the Contract and hold the signatory and or the firm liable for all costs and damages for such termination.

3.3 Contract Documents

The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the DoCA who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- i) The Contract
- ii) Minutes of pre-bid meetings, clarifications
- iii) The Conditions of Contract
- iv) Tender Notice and Tender Document
- v) Letter of Acceptance.
- vi) Any other correspondence exchanged between the parties in connection with the contract.
- vii) The Contractor’s Offer

3.4 Confidentiality

The agency shall not divulge or disclose proprietary knowledge obtained while delivering Goods and services under this Contract to any person, without the prior written consent of the DoCA. Agency shall maintain confidentiality at all times. The agency shall maintain confidentiality, uphold the integrity of data, information and documents that they have access to. All the deliverables will be the sole property of DoCA of Indian Standards and the agency cannot publish or reproduce it under its name without prior and specific approval of the DoCA.

3.5 Publicity

Any publicity by the Contractor in which the name of the DoCA is to be used, should be done only with the explicit written permission of the DoCA.

3.6 Stamp Duty

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

3.7 Interpretation

The titles and headings of the sections in this Contract are inserted for convenient reference only and shall not be construed and limiting or extending the meaning of any provisions of this Contract.

3.8 Services to Be Performed

The agency shall perform the services as per the scope of work mentioned in the RFP documents as per the terms and conditions and within the time frame specified in the Contract.

3.9 Documents

All copyright and other proprietary rights in the Works shall vest and stand assigned to the DoCA and the DoCA shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by the DoCA during the terms of the copyright and the agency shall be required or obliged to execute any deeds or documents, as may be required or considered necessary, by the DoCA to give effect to and secure the above mentioned rights of the DoCA in the Works. For the purpose of this clause, the term "Works" shall include all "works" covered by the Copyright Act, 1957 (as amended by the Copyright Amendment Act, 2012) including the, recommendations or any other documents prepared by the agency at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the agency in connection with the Project.

The agency shall not use or allow anyone else to use these documents and without the prior written permission of the Client and any such act without the permission of the Client shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage or cancellation of the selection process, all documents submitted by the Bidders to the Client on or before the cancellation of the selection process shall become the property of the Client and the Bidders shall have no claim on such documents.

3.10 Guarantees and Liabilities

3.10.1 General

The agency guarantees that the Services as specified or described under the scope of work in this Contract, and technical documents to be developed by the agency shall be in accordance with sound and established practices, Indian Standards and Rules and Regulations and wherever applicable, International Standards, for the purpose(s) specified.

3.10.2 Liability of the Agency

The agency shall be liable to Client for the performance of services in accordance with the provision of this Contract and for any loss suffered by Client as a result of default of the agency in such performance.

3.11 Performance Security

3.11.1 The agency shall submit an irrevocable Performance Security of 3% (three percent) of the agreed contracted amount in addition to any other deposits mentioned elsewhere in the contract for his proper performance of the contract, (notwithstanding and or without prejudice to any other provision in the contract) within 15 days of issue of letter of award. The PSD shall be furnished by the selected bidder in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a Commercial Bank as per the format provided in this RFP or online payment in an acceptable form.

3.11.2 The Performance Security shall be initially valid up to the stipulated date of completion plus 60 days beyond this date. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Security extended to cover such enlarged time for completion of work.

3.11.3 The Client shall not make a claim under the Performance Security except for amounts to which the Client is entitled under the contract (notwithstanding and or without prejudice to any other provisions in the contract) in the event of:

- i.** Failure by the agency to extend the validity of the Performance Security as described herein above, in which event the Client may claim the full amount of the Performance Security.
- ii.** Failure by the agency to pay the Client any amount due, either as agreed by the agency or determined under any of the Clauses or Conditions of the Contract, within 30 days of the service of this effect by the Client.

3.11.4 In the event of the contract being determined or rescinded under provision for the reasons attributed to the bidder of any of the Clause or Condition of the Contract, the performance security shall stand forfeited in full and shall be absolutely at the disposal of the DoCA.

3.11.5 Nothing herein mentioned shall debar the DoCA from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

3.11.6 The Performance Security shall be retained until the work required to be carried out by the agency and or until all disputes, if any, between both the parties have been settled to the entire satisfaction of the DoCA. The Performance Security shall be returned to the Contractor by the DoCA within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the DoCA on the Contractor.

3.11.7 In case the agency fails to comply with any of the conditions of the contract, it shall be rightful for the client to appropriate or forfeit the performance security.

3.12 Abandonment of Work

If the agency abandons the work for any reason whatsoever or becomes incapacitated from acting as agency as aforesaid, the Client may make full use of all or any of the documents prepared by the agency. The DoCA reserve the right for the remuneration of the work completed by the agency if the same recommended by the Project Monitoring Committee. However, this is not an obligation for the DoCA. The Client may make full use of all or any of the documents prepared by the agency and proceed from the stage from where the agency left the work.

If at any time after acceptance of offer, the Client decides to abandon or reduce the scope of work for any reason whatsoever, the Client shall give notice to the agency in writing to that effect and he shall act accordingly. The agency has no claim to any payment of compensation or otherwise whatsoever.

3.13 Assignment Fees

The client shall pay to the agency, an assignment fee of a sum of the quoted prices for providing the services as required under the scope of work mentioned in the contract. There shall be no change in the assignment Fee for the Project on any account for the scope of work as mentioned in the contract. The said fee is inclusive of GST, as applicable, to be paid by the agency, any other fee or expenditure incurred by the agency. No extra cost shall be admissible for any modification in requirement or client requirement. No variation in contract price shall be admissible whatsoever may be the reason.

The agency shall submit his bill to the client for payment within 7 days of such bill becoming due. Upon receiving the bill, the client shall further process the bill and make payment within 30 days of such submission. If any error or discrepancy is discovered by the client in the bill submitted by the agency, the same shall be reported to the agency within 14 days of such discovery. In such cases, the agency shall resubmit his bill within 7 days.

3.14 Tax Liability

No tax shall be paid to the agency over their contract amount. Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments made periodically to the agency.

3.15 Extension of Time

If the agency is unavoidably hindered in carrying out the work on account of delayed decision or the approval by the Client which are necessary to carry out further work, he shall be allowed suitable extension of time by Client, whose decision shall be final and binding on the agency. No claim by the agency shall be made against the Client for such delayed approvals or decisions by the Client, except for grant of suitable extension of time.

3.16 Labour Laws and Safety Measures

The agency shall comply with all the provisions of labour law related legislation acts as enacted by Government from time to time and in case of any prosecution or penalty, the agency shall be liable for the same.

The agency shall be liable for payments of duties viz. P.F etc. including any compensation payable under Workmen Compensation Act. The DoCA shall have no responsibility or financial or other liabilities towards professional employed by agency.

The agency will take all safety measures or precautions during the work. Any accident due to negligence or any other reason will be to agency account.

3.17 Insurance and Medical

3.17.1 Insurance by Agency

It is the responsibility of the agency to insure their staff and equipment against any exigency that may occur at site. The agency will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. The DoCA shall not be responsible for any such damages.

3.17.2 Medical

Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the agency.

3.18 Indemnity

3.18.1 The contractor shall indemnify and keep indemnified the DoCA against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract 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 Contractor shall indemnify, protect and save the DoCA against all claims, losses, costs damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

- 3.18.2** The agency shall at all times hold harmless and indemnify and keep indemnified the client and its agents, against any claims or liability in respect of any damages or compensation payable in consequences of any accident or injury including death sustained or suffered by or of its (agency's) employees and arising out of or in consequence of the performance of this Contract or caused by any action, omission or operation conducted by or on behalf of agency.
- 3.18.3** The agency shall at all times hold harmless and indemnify and keep indemnified the Client against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for agency, in respect of their wages, salaries, remuneration, compensation or the hike.
- 3.18.4** Client shall not be responsible for any loss or damage to property of any kind belonging to agency or its employees, servants or agents.
- 3.18.5** The agency shall take out and maintain adequate insurance to cover its employees or contract workers etc, under The Workmen's Compensation Act, 1923.
- 3.18.6** The client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of agency, Sub- Agencies, vendors and specialist or Contract employees associated with them for the Project.
- 3.18.7** All claims regarding indemnity shall survive the termination or expiry of the work order.
- 3.18.8** The agency shall at all times indemnify and hold client harmless from all costs, damages, etc, and expenses arising out of any claim, action or suit brought against client by third parties in respect of any infringement of any Intellectual Property Rights (IPR) or patent or registered or any similar rights resulting from the use of any technical information, data or process or belonging to the agency and furnished to client while providing its services under this work order.

3.19 Secrecy

Agency shall not disclose to any third party, any information, data, documents, findings, etc. at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above information and shall not use the same for any other purpose.

3.20 Force Majeure

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Secretary, DoCA as the whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the DoCA shall be at liberty to take over from the Contractor at a price to be fixed by

Secretary, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the DoCA elect to retain.

3.21 Statutory Requirements

During the tenure of this Contract nothing shall be done by the agency in contravention of any law, act and or rules or regulations, thereunder or any amendment thereof governing interalia customs, taxes, foreign exchange etc.

3.22 Changes and Additions in Agency's Scope of Work

The DoCA shall have the right to request the agency in writing to make any changes, modifications, and or additions to agency's scope of services. The agency shall on such written requests carry out the consequential work on account of such changes or modifications or addendums etc., without any additional payment from the client.

3.23 Contract Period

On signing by Firms or Companies or Agencies or Consortium of Agencies this Contract shall be deemed to have come into force from the date of Commencement of works as mentioned in Request for Proposal and shall remain in force, up to the end of the defect liability period including the settlement of final accounts. The contract period of the project will be 12 months.

3.24 Conflict of Interest

3.24.1 The client requires that agency which provides professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignment or jobs or their own corporate interests and act without any consideration for future work.

3.24.2 Without limitation on the generality of the foregoing, agency, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

3.24.3 Conflicting activities; A firm that has been engaged by the client to provide goods, works or assignment or job other than assignment or job for a project, and any of its affiliates, shall be disqualified from providing assignment or job related to those goods, works or assignment or job. Conversely, a firm hired to provide assignment or job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment or job other than assignment or job resulting from or directly related to the firm's assignment or job. Other than assignment or job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

3.24.4 Conflicting assignment or job; An agency (including its personnel and Sub-Agency) or any of its affiliates shall not be hired for any assignment or job that, by its nature, may be in conflict with another assignment or job of the agency to be executed for the same or for another Client. For example, an agency hired to prepare engineering for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and an agency assisting a client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, an agency hired to prepare Terms of Reference for an assignment or job should not be hired for the assignment or job in question.

3.24.5 Conflicting relationships; An agency (including its Personnel and Sub-Agencies) that has a business or family relationship with a member of the client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment or job, (ii) the selection process for such assignment or job, or (iii) supervision of the contract, may not be

awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the contract.

3.24.6 The agency have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the DoCA, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the agency fails to disclose said situations and if the DoCA comes to know about any such situation at any time, it may lead to the disqualification of the agency during bidding process or the termination of its contract during execution of the assignment.

3.25 Ownership of Documents

3.25.1 All copyright and other proprietary rights in the outcome Documents shall vest and stand assigned to the DoCA and the DoCA shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Documents, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and or make any alterations to the Documents and all the above rights shall not lapse even if such rights are not exercised by the DoCA during the terms of the copyright and the agency shall be required or obliged to execute any deeds or documents, as may be required or considered necessary, by the DoCA to give effect to and secure the above mentioned rights of the DoCA in the Documents. For the purpose of this clause, the term “Documents” shall include all “Documents” covered by the Copyright Act, 1957 (as amended by the Copyright Amendment Act, 2012) including the documents prepared by the agency at the inception of, during the course of and until the completion of the Project and also includes any Document created directly or indirectly in the performance of the obligations of the agency in connection with the Project.

3.25.2 The agency shall not use or allow anyone to use these documents and software without prior written permission of the DoCA and any such act without the permission of the DoCA shall constitute violation of Intellectual Property Rights.

3.25.3 Even in the event of stoppage or cancellation of the selection process, all documents submitted by the Bidders to the Client on or before the cancellation of the selection process shall become the property of the Client and Bidders shall have no claim on such documents.

3.26 Suspension & Termination

3.26.1 Suspension

The client shall have right to suspend partly or as a whole at any time the performance of Services, in such event, Client shall pay to the agency any such amount that may be determined by Project Monitoring Committee or the DoCA and such determination shall be binding on the agency.

3.26.2 Termination

3.26.2.1 Termination on account of Force Majeure

If as a result of Force Majeure, the agency is unable to perform Service for a period of more than 60 days, the Client shall have the right to terminate this Contract on account of Force Majeure, as set forth in clause 3.20.

3.26.2.2 Termination on account of insolvency

In the event the agency at any time during the term of this Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Client shall, by a notice in writing have the right to terminate this Contract and all the agency’s rights and privileges hereunder, shall stand terminated forthwith.

3.26.2.3 Termination for unsatisfactory performance

If the client considers that the performance of the agency is unsatisfactory or, not up to the expected standard, the client shall notify the agency in writing and specify in detail the cause of such dissatisfaction. The client shall have the option to terminate this Contract by giving 30 days' notice in writing to the agency, if the agency fails to comply with the requisitions contained in the said written notice issued by the client.

3.26.2.4 Time is the essence of the Contract

The agency shall be required for the commencement of Services immediately from the date of signing the Contract. If the agency fails to mobilize as above, the Contract shall automatically stand terminated unless client has extended the period for commencement of services in writing.

3.26.2.5 Consequences of termination

If the agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the DoCA may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- a) Recover from the agency as liquidated damages for the reasons attributable to the Contractor which will be charged by way of penalty, as specified in the Clause 3.12 of the Conditions of Contract.
- b) If the selected Contractor or Agency fails to complete the assignment, within the period specified under the contract, the Contractor or Agency shall pay to the DoCA, fixed and agreed liquidated damages, and not as penalty, @ 1 % of the contract fees for each 01 (week) of delay or part thereof. The aggregate maximum of liquidated damages payable to the DoCA under this clause shall be subject to a maximum of 50 % of the total contract fees.
- c) Cancel the contract or a portion thereof by serving prior notice to the agency.
- d) The DoCA may take a decision to cancel the contract with immediate effect and or debar or blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the DoCA or take any other action as deemed necessary.

Further, in all cases of termination herein set forth, the obligation of the Client to pay for agency's performance shall be limited to the period up to the date of termination. Notwithstanding the termination of this contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

3.26.2.6 In the event of the termination of the Contract, the agency shall be obliged to return to the DoCA all documents, etc., made available to them and handover all the documents collected by them and reports that may have been prepared till date of termination in hard and soft copies.

3.27 Assignability

The Contract and benefits and obligations thereof shall be strictly personal to the Parties and shall not on any account be assignable or transferable by the parties under any circumstances.

3.28 Dispute Resolution

The DoCA and the agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract the Secretary, DoCA would appoint a sole arbitrator, who shall be accepted by the agency. The decision of

the arbitrator shall be final and binding on both the parties.

It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration and Conciliation Act, 1996 [as amended by the Indian Arbitration and Conciliation (Amendment Act), 2015] and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

3.29 Jurisdiction & Applicable Law

This contract, including all matters connected with this contract, shall be governed by the Indian Laws, both substantive and procedural, for the time being in force and shall be subjected to the exclusive jurisdiction of Courts situated at Delhi, if required.

3.30 Notices

(a) Communications between parties which are referred to in the contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act). All notices shall be issued by the authorized officer of the DoCA unless otherwise provided in the contract. In case, the notice is sent by registered post to the last known place or abode or business of the contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

(b) Subject to any provisions in the Contract Documents to the contrary, any notice, or communication sought to be served by the agency on the client with reference to the Contract shall be deemed to have been sufficiently served upon the client (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post to the Authorized Representative of Client as defined in the Conditions of Contract.

(c) Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the Client, any notice, order or other communication sought to be served by the Client on the Agency with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post to the Authorized Representative of Agency as defined in the Conditions of Contract.

(d) Date of notice of instruction shall be the day on which said notice or instruction is received.

(e) Any Party may change its notice address at any time by so advising the other Party thereof in writing.

3.31 Independent Audit

The agency shall maintain up-to-date records that clearly identify relevant time and expenses and be responsible and liable for all statutory audits at no extra costs as required under the law.

3.32 Languages and Law

This Contract and the services performed herein-under shall be in English language. This Contract shall be subject to the prevailing Indian Laws as in force from time to time.

3.33 Assignment and Sub-Contracts

The agency shall not without the written consent of the Client assign the benefits from the Contract other than money.

The agency shall not subcontract whole of the work. The agency shall not without the written consent of the client initiate or terminate any sub-contract for performance for any part of the work or services.

The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

3.34 Agency Code of Conduct and Standards of Ethics

3.34.1 The client is committed to its 'values & beliefs' and business practices to ensure that agency, who provides services, will also comply with these principles.

a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,

“collusive practice” means a scheme or arrangement between two or more agency, with or without the knowledge of the Client, to establish prices at artificial noncompetitive levels.

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

b) The client desires that the agency should observe the highest standard of ethics during the execution of such contracts.

i. Bribery and corruption - Agency is strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and or indulging in any corrupt practice in order to obtain or retain a business or contract.

ii. Integrity, indemnity & limitation -Agency shall maintain a high degree of integrity during the course of its dealing with business or contractual relationship with the DoCA. If it is discovered at any stage that any business or contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at sole option of the competent authority of the DoCA. For avoidance of doubts, no right shall accrue to the agency in relation to such business or contract and the DoCA or any entity thereof shall have or incur any obligation in respect thereof. The agency shall indemnify in respect of any loss or damage suffered by the DoCA on account of such fraud, misrepresentation or suspension of material facts. The agency will be solely responsible for the omission and commission of employees deployed by them.

- c) It is further provided that: -
 - (i) The client will annul or terminate the contract if it determines that the agency recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (ii) The client will declare an agency ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the agency has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

3.34.2 Signing of Integrity pact

The DoCA is committed to highest levels of ethical working. All successful bidders will have to enter into an Contract to uphold highest standards of integrity as per **Form 6**.

Integrity Pact is a tool for preventing corruption in public procurement processes used by the Indian government. Under the Integrity Pact, all parties involved in the procurement process, including the government agency, bidders, and suppliers, commit to a code of conduct that ensures transparency, fairness, and accountability in the process.

3.35 Agency's Action Requiring Client's Prior Approval

Agency shall obtain the Client's prior approval before taking any actions, wherever required.

3.36 Agency Personnel - Removal and or Replacement of Personnel

- a) Except as the client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the agency, it becomes necessary to replace any of the Key Personnel, the agency shall provide as a replacement a person of equivalent or better qualifications.
- b) If the client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the agency shall, at the client's written request specifying the grounds, therefore, provide as a replacement a person with qualifications and experience acceptable to the client.
- c) The Agency shall have no claim for additional costs arising out of or incidental to any removal and or replacement of Personnel.

3.37 Number of Documents and Copyright

All documents, reports and any other details envisaged under this Contract shall be supplied in five hard copies and one soft copy. If there is any revision in any document for any reason, copies of document shall be re-issued along with soft copy in CD without any extra charges. All these documents will become the property of the Client.

The documents or reports cannot be issued to any other person, firm or authority or used by the agency for any other project. No copies of any documents shall be issued to anyone except the Client and or his authorized representative.

3.38 General

- 3.38.1** The agency shall be fully responsible for the completeness and soundness of the proposal.
- 3.38.2** The client will have the liberty to supervise and inspect the work of agency and or his sub-agencies at any time by any officer nominated by him who shall be at liberty to examine the records or documents.
- 3.38.3** All proposals shall be based on and best practices which will ensure successful outcome of the project.
- 3.38.4** The agency shall render full assistance, guidance and advice in general to the client on any matter concerning the technical aspects of the project.
- 3.38.5** The agency shall promptly notify the client of any change in the constitution of his firm. It shall be open to the client to terminate the Contract on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to the client. But until its termination by the client as aforesaid, this Contract shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Contract.
- 3.38.6** The agency shall during the period of this assignment, and till the satisfactory completion of the project, act as agency and give related advice regarding the project.
- 3.38.7** The agency shall exercise all reasonable skill, care and diligence in the discharge of duties hereby agreed to be performed by them.
- 3.38.8** Any terms not laid down, which may arise out of this Contract, will be dealt with through mutual consultations.
- 3.38.9** The agency shall inform the employer about the name, professional qualifications and experience of sub-agencies proposed to be engaged by him, if any, and obtain prior written approval of the employer for such engagement.
- 3.38.10** The agency shall be responsible for soundness of the services rendered by him or his sub-agencies.
- 3.38.11** It shall be responsibility of the agency and his sub-agencies to prepare all documents as per best practices.
- 3.38.12** The agency hereby agrees that the fee to be paid as provided in this Contract shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against the Employer in respect of any proprietary rights or copy rights relating to the reports or documents on his part or on the part of any other party.
- 3.38.13** The reports or documents, related details, and recommendations prepared and acquired by the agency for the work entrusted to him under this Contract shall become the property of the client. These reports or documents shall not be issued to any other person, firm or authority or used by the agency for any other project without the prior permission of the client.
- 3.38.14** The agency shall not assign, sub-let, transfer any obligation or right of the agency under this Contract without the written consent of the client.
- 3.38.15** If any provision or condition of this contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this contract.

4 Terms of reference

4.1 About the Bureau of Indian Standards

The Bureau of Indian Standards (the Bureau) is the National Standards Body of India. It functions under the aegis of the Ministry of Consumer Affairs, Food and Public Distribution as per the BIS Act 2016, Rules and Regulations thereunder. The Bureau in addition to its main activity of Standards Formulation also provides Conformity Assessment Services ensuring quality of goods under certification. This covers Product Certification (ISI Mark), Compulsory Registration Scheme (CRS), Hall marking of Gold and Silver jewellery or articles, Systems Certification, etc. The Bureau also provides certification services to foreign manufacturers. The conformity assessment activities of BIS aims at assurance of quality of goods and are supported through a network of 41 Branch Offices, 5 Regional Offices, 8 BIS own Laboratories and over 280 BIS recognized laboratories spread across the country. The Bureau also provides certification services to foreign manufacturers.

4.2 About the project

4.2.1 India is the world's sixth-largest economy by nominal GDP and the third-largest by purchasing power parity (PPP). India is witnessing rapid socio-economic changes aided by transformative policy decisions. As per the World Bank report in October 2021, India is expected to emerge as the second fastest growing major economy. The focus is to optimize the use of available resources and to increase the Ease of Doing Business, to catapult the nation to the status of a global economic power.

4.2.2 The Standards have an enormous role to play in catalysing the growth of a nation. The Standards are outcome of voluntary cooperation among industries, consumers, public authorities, researchers and other stakeholders for the development of technical specifications based on consensus. The Standards have been widely recognized as catalysts for introduction of new technologies and innovations, industrial growth and more recently for convergence of new and emerging technologies. The Standards also help in dissemination of knowledge in industries, where products and processes supplied by various providers must interact with one another. The Globalization and free market access of goods has led to the need for single globally acceptable technical standards. Compliance to such standards provides a workable base, for acceptance or otherwise rejection of goods, and for resolving any consequential disputes, thereby facilitating the local manufacturers in accessing global markets. The growing influence of standards and technical regulations, along with corresponding conformity assessment procedures, on trade and consumers, has been recognized worldwide, through the agreements on Technical Barrier to Trade (TBT) of World Trade Organization (WTO), where compliance to standards has been recognized as a means to reduce Technical Barrier to Trade.

4.2.3 The standard setting process in India has been led by the Bureau of Indian Standards (BIS), the National Standards Body of India, since 1947 and has developed more than 21,000 Indian Standards across 15 sectors covering various aspects of economy. The Bureau, as the National Standards Body, represents India in international standards bodies, like, International Organization for Standardization (ISO) and International Electro-technical Commission (IEC) and has the right to adopt the standards of these bodies as the national standards while taking into consideration the need to address local factors and conditions. The Bureau is following the code of good practice as articulated in Annex III of the WTO-TBT agreement in the preparation, adoption and application of standards to which India is a signatory. This international code regulates the development process of standard formulation, following openness, impartiality and consensus based approach, allowing the participation of all interested parties.

4.2.4 The Indian National Strategy for Standardization (INSS) evolved by the Ministry of Commerce and Industry has identified convergence of all standards development activities in India as one of the

goals with the Bureau, the National Standards Body as the umbrella organization. The Bureau has taken lead from INSS and has launched its Scheme for recognizing SDOs to attain “One Nation One Standard” vision of Govt. of India and Research Design & Standards Organization (RDSO) of Indian Railways has become the first Institution to be recognized under the same.

4.2.5 The Bureau has analysed the other goals of INSS as well, and has drawn its own course of future work, the Standards National Action Plan (SNAP), with active support and involvement of stakeholders. In SNAP actions have been identified to achieve the objectives of identification of standardisation needs and enhancing stake holder involvement, making standardisation processes efficient and fast, ensuring harmonious standardisation activities in the country, increased participation and involvement in international standardisation activities and increasing awareness and implementation of standards.

4.2.6 At this juncture, the Bureau must play a more strategic role. It must determine its pathways of growth through expanding existing offerings and entering new frontiers, accordingly, developing critical enablers of capability building (skills, infrastructure & IT.) and organizational model (partnerships, communication etc.). It must identify opportunities to create effective standards based on industry trends, and aligning with global benchmarks. For the domestic market, it must ensure that standards drive up the quality of goods & services, as well as protect the consumers. From an organization’s efficiency point of view, it must improvise the standard-setting and certification process to effectively enforce conformity.

4.2.7 This RFP is invited to select reputed consultant, to develop and implement a large scale transformation roadmap to allow the Bureau to play a more significant role in the standard setting and conformity assessment ecosystem in India. Strategic transformation at the Bureau will be driven by the key objective of enhancing its role as a 'facilitator' while continuing to play a regulator role. This transformation will maintain a balance between various considerations of cost, quality, and safety.

4.3 Scope of Work

A. Transforming BIS

Base Lining :

1. Improvement to be carried out in line with following 3 levelers
 - (a) Improve process of quality standard setting, certification & testing, human resource, and training & administration, ensure domestic consumer protection, encourage domestic producers.
 - (b) Effective Information, Education and Communication for all functions of the organization: Lay out the communication strategies for all relevant stakeholders.
 - (c) Develop key enablers and ensure implementation of the key recommendation
 - (i) Organization resources and capability: Ensure the right capabilities/ talent is available, appropriate training is available for continuous development.
 - (ii) Efficient digitally driven standard setting process: Ensure best-in-class efficient processes and deploy IT solutions for their digitization.
2. Baseline current organisation structure and resources.

Proposed Mechanism for carrying out the transformation

Guidance from International practices

1. In-depth study of the processes and procedures for the formulation of new Standards and

revision thereof in the context of the same being followed at international standardization bodies like International Organization for Standardization(ISO), International Electrotechnical Commission (IEC), regional standardization bodies like European Committee for Standardization-European Committee for Electrotechnical Standardization (CEN–CENELEC) and National Standardization Bodies of developed countries like USA (American National Standards Institute, American Society for Testing and Materials), UK (British Standards Institution), France (Association Française de Normalisation), Germany (Deutsches Institut für Normung), Sweden (Swedish Institute for Standards, Swedish national standardization organization & Svensk Elstandard), South Korea (Korean Agency for Technology and Standards), Japan (Japanese Industrial Standards) and of emerging developing countries like China (Standardization Administration of China) and Brazil (Brazilian National Standards Organization), with specific reference to the mechanisms for:

- (a) facilitating the active and continuous engagement of stake,-holders like, central government departments and organisations, State Governments, industry groups and associations, academic and Research organisations and civil society groups;
 - (b) expeditious harmonization with standardization at ISO and IEC levels;
 - (c) harmonization of standardization with other Standard Developing Organisations in the country, both national and multi-national;
 - (d) addressing the needs of the Small and Micro Sector;
 - (e) developing standards in the emerging areas.
 - (f) greater synergy with the important government initiatives like Start-up India and Make in India;
 - (g) Ensuring greater speed, efficiency and transparency in the standard formulation.
 - (h) Improving certification and testing and administration.
2. In-depth study of the challenges in the processes for ensuring that the Sustainable Development Goals are embedded in the Indian Standards with reference to the initiatives and experiences of international standardization bodies mentioned in Sr. no.1,above.
 3. In-depth study of the International Green Standards in various sectors and identify gaps with respect to Indian context to address emerging environmental challenges and opportunities in sectors not adequately covered.
 4. In-depth study of the mechanisms to ensure the effectiveness of Indian Standards in facilitating greater market access to the Indian industries internationally with reference to the role of technical regulations and practices followed by the countries with greater share in the world trade.
 5. In-depth study of Quality Control Orders(QCOs) established by developed Countries like USA, UK, France, Germany, Sweden, South Korea, Japan, Singapore, Australia and of emerging developing countries like China and Brazil especially on export and import items.

Increasing International Presence

6. Designing International Engagement Strategy with a view to strengthening the International Wing of the Bureau.

7. Identify ways to improve participation in International standardization committees and sub-committees.
8. In- depth study of the marketing and promotion strategy of the Bureau with reference to those in the developed Countries like USA, UK, France, Germany, Sweden, South Korea, Japan and of emerging developing counties like China and Brazil including Brand awareness strategy and suggesting areas of improvement.

Facilitating ease of doing business environment

9. In-depth study of the Conformity Assessment Schemes of the countries given in Sr no 1 and bench marking with effectiveness and efficiency of the Conformity Assessment Schemes of the Bureau and the mechanisms for surveillance with reference to the need for creating a better culture of compliance with specific reference to the experiences of these developed countries.
10. Review of licencing framework for mandatory certification in line with Ease of Doing Business.
11. Recommendations on establishing QCOs in new product categories, especially with a view to encouraging quality import substitution.

Training and capacity Building

12. In depth study of the challenges in and institutional mechanisms for creating a world class testing infrastructure in the country as a tool for facilitating Mutual Recognition Agreements
13. In-depth study of the Capacity-building efforts of the Bureau, for its own workforce and multiple stakeholders, including the international participants, with reference to the reach, responsiveness, quality and effectiveness, and with the objective of consolidating the status of NITS as a Centre for Excellence.
14. In-depth study of the organizational framework and structure for standard formulation with reference to harmony among the tasks, man power and resources.

Strength, Challenges and opportunities

15. In-depth study of the framework of administrative, Finance and Legal division of BIS and propose potential changes to streamline and expedite decision-making processes, improve coordination, and enhance overall efficiency of the divisions.
16. In- depth study of the BIS's current digital infrastructure, data capabilities, and technical expertise and explore the possibility of AI integration for data structuring and management, pattern recognition, non-conformity analysis and expediting processes.
17. Conduct in-depth one on one discussions with senior management and key stakeholders to identify key areas of strength and challenges for BIS.
18. Identify ways to improve communication among different stakeholders.
19. In-depth study of the challenges in and processes for greater acceptance of Indian Standards, both on demand and supply sides, and institutional mechanisms for creating a robust quality

ecosystem in the country with reference to the efficiency and effectiveness.

Guidelines for consultant

20. The agency will be required to create detailed execution blueprint in line with BIS Act, 2016 for each of the recommendations made in the report.
21. If the consultant need to interact with any industry associations, the interaction should take place either in BIS offices or under the supervision of BIS officials.
22. The study and analysis in the areas mentioned above shall essentially be supported by the evidence of good practices in the relevant organisations within and outside the country.

B. Transforming DoCA

23. Restructuring of DoCA for transforming future ready for commerce
24. Preparing plan to revamp DoCA to make more Consumer oriented
25. Addressing challenges in the emerging digital economy including metaverse.
26. Any other suggestion for transformation of DoCA

4.4 Eligibility Criteria

The invitation to proposal is open to all Applicants who qualify the eligibility criteria as given below:

Sl. No.	Minimum Eligibility Criteria	Evidence
i)	The applicant should be a legal entity i.e. firm or company registered under the relevant law, consulting, research institution, policy research institution, academic institution, registered societies, market research agency, not for profit organization, registered society engaged in research, etc and should be operating in India for the last seven years i.e.,2015-2016, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22	a) Copy of registration certificate indicating date and incorporation status & address b) Along with MoA (Memorandum of Association) or AoA (Article of Association) –if any c) The Extracts from the audited Balance Sheet and Profit & Loss Account; Or Certificate from the statutory auditor.
ii)	Shall not be currently blacklisted by any of the State Government, Central Government Agencies, PSU or NASSCOM.	Self-Declaration on letter head as per Format at Form 8.
iii)	Shall not be found guilty of any criminal offence by any Court of law.	Self-Declaration on letter head as per Format at Form 9.
iv)	Must comply with the code of integrity as specified in the bidding document	Self-Declaration on letter head as per Format at Form 18
v)	Valid Goods & Service Tax (GST) Regn. No.	Copy of Registration Certificate
vi)	PAN No.	Copy of PAN card
vii)	The average annual turnover of the Agency from consultancy assignments during last three Financial years, ending on 31st March, 2022, shall not be less than Rs. 30 Crore.	Certificate from the Chartered Accountant of the Agency and Audited P & L account and Balance sheets for last three years.

	In case of Micro and Small Enterprises, or start-up, the requirement of average turn-over during last three years, ending on 31st March, 2022 shall not be less than Rs. 15 Crore (refer Office Memorandum no 1(2)(1) or 2014-MAPart dated 10-03-2016).	Certificate of Registration as Micro and Small Enterprise or start-up with organizations under the administrative control of the Central or State Government.
viii)	The applicant should have completed at least 2 projects of similar nature and scale within or outside India in the preceding 7 years i.e., 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23.	<p>a) Copy of Work Order or Work Contract. The credentials of the project such as Name of the Client, payment details, scope details etc shall not be masked.</p> <p>b) Abstract of the Projects of similar nature and scale completed within or outside India in the preceding 7 years certified by MD/CEO/Authorized Signatory in Form 11</p> <p>c) Synopsis of the projects</p>
ix)	<p>It should have a sufficiently strong core team of professionals with expertise & experience in the field of research. The team should have at least:</p> <p>a) One team leader with experience of having associated with at least 3 national level studies in last 7 years</p> <p>b) Five lead researchers with minimum of 5 years of experience.</p> <p>The team leader and members should have minimum qualification Bachelor's Degree in Engineering or Technology or Medicine or equivalent or Master's Degree in Natural Sciences or equivalent or MBA.</p> <p>They must be either on permanent rolls of the Applicant or must have a long tenure contract (two years or more) to ensure continuity of the proposed project team. The CVs of the resources are to be submitted for evaluation. In addition, the Applicant may also indicate the number of researchers intended to be hired along with their competence criteria.</p>	Certificate as per the Form 14 from Head (HR) or Internal or External Company Secretary along with CVs of resource persons as per the Form 17

4.5 Relaxation in Prior Turnover and Experience

The DoCA reserves its right, to relax the condition of prior turnover and prior experience for such Registered Micro and Small enterprises (MSE) as defined in MSE procurement policy 2012 issued by Department of MSME or bidders registered with the Central Purchase organisation or the concerned Ministry or Department or Start-ups as recognised by the Department for Promotion of Industry & Internal Trade (DPIIT), Government of India subject to meeting of quality & technical specifications. The decision of the DoCA in this regard shall be final and binding. In case of Micro and Small Enterprises, or start-up, the requirement of average turn-over during last three years, ending on 31st March, 2022 has been relaxed and shall not be less than Rs.15 Crores (refer Office Memorandum no 1(2)(1) or 2014-MAPart dated 10-03-2016).

4.6 Compliance of Rule 144 (xi) of General Financial Rules and Orders issued and as amended from time to time thereunder:

Any applicant from such countries which share land border with India will be eligible to apply only if the applicant is registered with the Competent Authority as specified by the Government of India. A certificate to this effect is to be provided by the Applicant in the format placed at **Form 10**.

4.7 Methodology and Work plan

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

- i. 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.
- ii. 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.
- iii. Mobilization and Assessment of the current state: The Applicant shall indicate how it will analyze the existing policies, processes, and systems of the organization, and identify the strengths and weaknesses of the organization.
- iv. Benchmarking with international standardization bodies like International Organization for Standardization (ISO), International Electrotechnical Commission (IEC), regional standardization bodies
- v. In-depth Analysis of the subjects covered in scope.
- vi. Deliverables with breakup of timelines for each envisaged deliverable
- vii. Development of a strategic plan
- viii. Recommendations
- ix. Blueprint, in line with BIS Act, 2016 for each of the recommendations

4.8 Time Schedule

The DoCA intends to complete the study in 9 months. The Draft Project Report with overall findings of the project should be submitted to the DoCA within 10 months of the work order, and the final report within one month of the receipt of the feedback of the DoCA. The intended plan implementation along with handholding of BIS and DoCA should be completed within 15 months after final report submission.

4.9 Contract Period

On signing by Firms or Companies or Agencies or Consortium of Agencies this Contract shall be deemed to have come into force from the date of Commencement of works as mentioned in Request for Proposal and shall remain in force, up to the end of the defect liability period including the settlement of final accounts.

4.10 Support to be Provided by Bureau of Indian Standards

National Institute of Training for Standardization would be overall coordinator for the project.

4.11 Deliverables

An indicative list of deliverables has been provided below –

- i. Inception report with final scope, methodology, approach, survey design, sampling plan and pilot-tested survey instruments
- ii. Mid-term report with initial findings of the project, circulated for stakeholder consultations.
- iii. Draft Project Report with overall findings of the survey after incorporating the inputs from the stakeholders for BIS inputs
- iv. Final Project Report after incorporation of inputs from BIS.

All the reports are required to be submitted in hard copy in triplicate and in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with BIS. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data from surveys in MS Excel/CSV format.

4.12 Payment

Client shall pay to the agency, an assignment fee of equivalent to a sum of their quoted price in the Financial Bid for providing the services as required under the scope of work mentioned in the Contract. There shall be no change in the assignment fee for the project on any account for the scope of work as mentioned in the Contract. The said fee shall be inclusive of GST to be paid by the agency or any other fee or expenditure incurred by the agency. No variation in contract price shall be admissible whatsoever may be the reason.

The 100% of assignment fee will be paid to the agency only upon successful completion of the project. The payment shall only be made if the documents prepared by the agency are deemed to be of adequate quality. The **DoCA** also reserves the right to make deductions in the assignment fee if the documents do not accurately cover the scope of work as in clause 4.3. The payment shall be subject to deductions as per Indian income tax laws.

4.13 Performance Security

- i. 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 agency towards the Contract for one year. Performance Security may be furnished 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 and shall be as per **Form 4** provided in the RFP. The Performance Security shall remain valid up to 60 days beyond the satisfactory completion of all contractual obligations of the selected agency including warranty obligations. The Performance Security shall be furnished within the time limit specified.

- ii. The failure of the successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of contract.
- iii. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to the contract including extension period, if any.
- iv. 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.
- v. 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.

4.14 Sub-contracting

The agency shall not subcontract whole of the work. The agency shall not subcontract any part of the work without notifying and obtaining prior approval from the Client.

4.15 Vetting of recommendations

The DoCA, may, at its own discretion appoint another agency to vet the recommendations made. In case such an agency makes any recommendations to the DoCA regarding any changes to be made and in case these are accepted by the DoCA then the agency shall incorporate the same in the final recommendations

4.16 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 of the Project. The Project Monitoring Committee may conduct fortnightly or periodic reviews, as deemed fit, for the performance of the agency and report the same to the Client. The agency shall comply with the instructions of the committee and the same shall be bound on him.

4.17 Available Information

Any other information available with the DoCA, which can help the agency during the Project, shall be shared by the DoCA with the agency at their discretion and at the request of the agency. The agency may, in case they so desire, get done a survey or any other investigation as they may require, at their own costs through their own agency to help them understand the issues involved. Reports of such surveys or testing shall be shared with the DoCA.

4.18 Quality Assurance

The project monitoring committee will conduct monthly reviews of the progress of work done by the agency. The agency shall ensure quality in their work. The documents prepared by the agency shall correspond to the international best practices. If the DoCA finds that any of the points covered in scope is incomplete and or if any of the sector mentioned in the scope have not been covered in the final document, then the DoCA reserves the right to withhold the payment till the quality of work is found satisfactory. The DoCA also reserves the right to cancel the project if after any of the monthly reviews, the DoCA feels the agency is incapable of producing work of satisfactory quality.

4.19 Ownership of Documents

All copyright and other proprietary rights in the Documents shall vest and stand assigned to the DoCA and the DoCA shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Documents, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and or make any alterations to the Documents and all the above rights shall not lapse even if such rights are not exercised by the DoCA during the terms of the copyright and the agency shall be required or obliged to execute any deeds or documents, as may be required or considered necessary, by the DoCA to give effect to and secure the above mentioned rights of the DoCA in the Documents. For the purpose of this clause, the term “Documents” shall include all “Documents” covered by the Copyright Act, 1957 (as amended by the Copyright Amendment Act, 2012) including the documents prepared by the agency at the inception of, during the course of and until the completion of the Project and also includes any Document created directly or indirectly in the performance of the obligations of the agency in connection with the Project.

The agency shall not use or allow anyone to use these documents without prior written permission of the DoCA and any such act without the permission of the DoCA shall constitute a violation of Intellectual Property Rights.

Even in the event of stoppage or cancellation of the selection process, all documents submitted by the Bidders to the Client on or before the cancellation of the selection process shall become the property of the Client and the Bidders shall have no claim on such documents.

4.20 Force Majeure

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Secretary, DoCA as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the DoCA shall be at liberty to take over from the Contractor at a price to be fixed by Secretary, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the DoCA elect to retain.

4.21 Disputes and Arbitration

All disputes arising during the progress of the Project shall be settled through the procedure mentioned in the Clause 3 Conditions of Contract.

5. Evaluation process and criteria

5.1 Evaluation Process

- 5.1.1** The responses of the bidders shall be evaluated for the minimum qualifying criteria as per CI 4.4 by the Evaluation Committee.
- 5.1.2** Only those Bidders who are found responsive and meet the minimum qualifying criteria as per CI 4.4 shall be invited to make a presentation to the Technical Evaluation Committee on:
 - 5.1.2.1** Their understanding of the Scope of the project including the requirements and the desired output of the project.
 - 5.1.2.2** 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.
 - 5.1.2.3** The expertise and the experience of the team of professionals envisaged for the Project
 - 5.1.2.4** The inputs and other items of support required from the DoCA.
 - 5.1.2.5** Deliverables and Timelines
 - 5.1.2.6** Any other information which would assist in assessing the technical competency of the Applicant.
- 5.1.3** The Proposal of only those Bidders who are found meeting the minimum qualifying criteria as per CI 4.4 shall be evaluated by the Technical Evaluation Committee for the parameters as described in CI 5.2. The Applicant will be given a technical Score based on the evaluation of the bids for the parameters as described in CI 5.2.
- 5.1.4** Bidders securing a minimum **70%** of the marks, overall shall be declared technically successful.
- 5.1.5** 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.

5.2 Technical Bid

Technical Evaluation Criteria (Out of 100)

Sl. No.	Criteria	Requirement	Weightage of Marks
1	Past Experience of the consultant (track record) Max. Marks - 40		
a	Number of years of relevant experience (Max. 10 Marks)	Meeting minimum criteria 7 Years	3 Marks
		More than 7 to 10 years	5 Marks
		More than 10 years	10 Marks
b	Past experience of having completed projects of similar nature and scale (Max. 20 Marks)	2 no. of projects of similar nature	10 Marks
		3-4 no. of projects of similar nature	15 Marks
		More than 4 no. of projects of similar nature	20 Marks
c	Past experience in carrying out Studies in the related sector including Govt. sectors (Max. 10 Marks)	Covering less than 2 related sectors	3 Marks
		Covering 3-5 related sectors	6 Marks
		Covering >5 related sectors	10 Marks
2	General profile of qualification, experience and number of key staff (not individual CVs) Max. Marks - 25		
	Relevant Qualification & experience of Professional Personnel of core team appointed for the task (Max. 20 Marks)		
a	Qualifications (Max. 5 marks)	All the team members meeting the minimum qualification as per Cl 4.4 (ix) of the RFP document	3 Marks
		All the team members meeting the minimum qualification as per Cl 4.4 (ix) of the RFP document and either Team Leader or any of the team member has Ph.D	4 Marks
		All the team members meeting the minimum qualification as per Cl 4.4 (ix) of the RFP document and both Team Leader and one of the team member has Ph.D	5 Marks
	Experience(Max.15 marks)		
b	Team leader	Meeting minimum criteria of associated with at least 3 national level studies in last 7 years	3 Marks
		Having associated with study of similar nature and scale as team member	4 Marks
		Having associated with study of similar nature and scale as team leader	5 Marks
	Lead Researcher 1	Meeting minimum criteria of 5 years	1 Marks
		Having associated with study of similar nature and scale	2 Marks
	Lead Researcher 2	Meeting minimum criteria of 5 years	1 Marks
		Having associated with study of similar nature and scale	2 Marks
		Meeting minimum criteria of 5 years	1 Marks

	Lead Researcher 3	Having associated with study of similar nature and scale	2 Marks	
	Lead Researcher 4	Meeting minimum criteria of 5 years	1 Marks	
		Having associated with study of similar nature and scale	2 Marks	
	Lead Researcher 5	Meeting minimum criteria of 2 years	1 Marks	
		Having associated with study of similar nature and scale	2 Marks	
c	Other than core team, No. of Experts in the organisation/company related to other Multi-disciplinary fields (e.g. – IT, Auditing, consulting, Mergers and acquisition, Business and innovation etc.) (Max. 5 marks)	Minimum 10	3 Marks	
		More than 10 to 15	4 Marks	
		More than 15	5 Marks	
3	Overall financial strength of the consultant in terms of turnover (Max. 15 Marks)			
	Average Annual turnover of the Agency in last three FY ending in March 2022	Meeting minimum criteria Rs 30 Cr to 35 cr	10 Marks	
		More than Rs 35 Cr to Rs 40 Cr	12 Marks	
		More than Rs 40 Cr	15 Marks	
		For MSE /Startup bidders		
		Meeting minimum criteria Rs 15 Cr to 18 Cr	10 Marks	
		More than Rs 18 Cr to Rs 20 Cr	12 Marks	
		More than Rs 20 Cr	15 Marks	
4	Understanding of Study and Work Plan - To be evaluated by the Committee based on the demonstration of capability through approach paper and presentation made by Applicant, if required. (Max. 20 Marks)			
a	Understanding of the ToRs		Max. 5 Marks	
b	Approach and Methodology		Max. 5 Marks	
c	Work Plan and its execution		Max. 5 Marks	
d	Timelines and Deliverables		Max. 5 Marks	
	TOTAL (Max. 100 Marks)			

5.2.1 In preparing the technical bid, the bidders are expected to examine all terms and instructions included in the documents. Failure to provide all requested information shall be at their own risk and may result in rejection of their proposal.

5.2.2 The technical bid should provide the following and any additional information, as mentioned in the RFP document using the formats attached in Section 6. Submission of the wrong type of Technical Bid will result in the Bid being deemed non-responsive:

a **Corporate Qualifications:** Describe the firm’s specific corporate qualifications, that is, its full range of capabilities, specific relevant experiences and the role of the firm in rendering the required services, qualified personnel and resources that will be brought to be a part in undertaking this assignment. The bidder should demonstrate the relevant work experiences clearly indicating actual services rendered in the past three years. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff provided,

duration, contract amount and firm's involvement, start date, completion dates, etc.

b. **Approach and Methodology:** Submit a comprehensive description of the approach and methodology (work plan) that the bidder proposes to undertake the project.

c. **Assignment of Professional Team:** The Firm shall present the composition of the proposed staff team, the tasks, which would be assigned to each of them, their timing and prior relevant experience. (Any alternate to key professional staff proposed should have equivalent or higher qualifications and experience).

d. The CVs in prescribed format, recently signed and dated by the proposed key professional staff (in original) to be made available. Key information should include number of years with the firm, and degree of responsibility held in various assignments during the last three years.

5.2.3 Agency shall submit the Financial Information as per a prescribed format.

5.3 Evaluation of Technical Score, St

Highest Technical scoring proposal (T_m) shall be given a technical score (S_t) of 100 points. The technical score of the other proposals (T_o) shall be computed as follows.

$$S_t = 100 \times \frac{T_o \text{ (Other Technical proposal)}}{T_m \text{ (Highest Technical proposal)}}$$

5.4 Bid Evaluation

Evaluation of bids shall be carried out by the Client or by an **Evaluation Committee** appointed by the Client. After the evaluation of the Technical bid is complete, the Bureau shall notify the Bidders who have been technically successful through CPPP, indicating the date and time set for opening the financial bids. The financial bid shall be evaluated as below:

a. 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 CPPP after the Financial Bids are opened.

b. Lowest financial proposal (F_m) shall be given a financial score (S_f) of 100 points. The financial score of the other financial proposals (F_o) shall be computed as follows.

$$S_f = 100 \times \frac{F_m \text{ (Lowest financial proposal)}}{F_o \text{ (Other financial proposal)}}$$

c. The representative's authorization shall be confirmed by a written power of attorney accompanying the bid.

d. Bids determined to be substantially responsive will be checked by the Bureau for any arithmetical errors in computation and summation. Errors will be dealt with by the Engineer as follows:

(i) Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.

e. The bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initialed by the authorized person.

5.5 Final Ranking:

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.

$$S = S_t \times (0.8) + S_f \times (0.2)$$

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

The Successful Bidder would be notified through CPPP, as also in writing by the Bureau by issuing the Letter of Award (LOA) in favour of the Bidder.

5.6 The Bureau reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. The Bureau also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

Annexure I

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. Registration

- 1) The bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) The bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify or nCode or eMudra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC“s to others which may lead to misuse.
- 6) The bidder then logs in to the site through the secured log-in by entering their user ID or Password and the password of the DSC or e-Token.

2. Searching For Tender Documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents or tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS or e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification or help from the Helpdesk.

3. Preparation of Bids

- 1) The bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document or schedule and generally, they can be in PDF or XLS or RAR or DWF or JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents and keep it as a repository.

NOTE — My Documents space is only a repository given to the bidders to ease the uploading process. If a bidder has uploaded his documents in My Documents space, this does not automatically ensure these documents being part of Technical Bid.

4. Submission of Bids

- 1) The bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) The bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their

respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers or bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. Assistance to Bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4001002.

Annexure II
CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID
(To be signed and attached with the Technical Bid)

Name:		
Address:		
Contact Details:		
(i) Mobile or Landline		
(ii) Email		
Document Checklist:		
Sl No.	Document	Tick (✓) if attached
TECHNICAL BID (TECHNICAL COVER 1)		
1)	Form of Bid (Form 1)	
2)	Registration or Incorporation Certificate as a documentary proof of having a registered office in India.	
3)	Undertaking on letter head of Bidder of not having been found guilty of any criminal offence by any Court of law (Form 9)	
4)	Undertaking on letter head of Bidder of not having a conflict of interest in the assignment as specified in the RFP document	
5)	Undertaking on letter head for complying with the code of integrity	
6)	Undertaking on letter head to sign integrity pact with the DoCA (Form 6)	
7)	Undertaking on letter head for Compliance to restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017 (Form 10)	
8)	EMD details (Form 7)	
9)	Performance Security Bank Guarantee (Form 4)	
10)	Attested copy of Goods & Service Tax Registration (GST) registration	
11)	Attested copy of PAN No. Registration	
12)	Power of attorney for person signing the Bid (Form 2)	
13)	Power of attorney for lead member of the consortium (Form 3)	

14)	Memorandum of Understanding or JV Contract in case of a Consortium	
15)	Self-Declaration of not being currently blacklisted (duly signed by the authorized signatory) In case of Consortium, relevant certificate will be submitted by both the partners	
16)	Initiated Bid Documents	
17)	Abstract of the projects of similar nature and scale completed within or outside India in the preceding 7 years Form 11	
18)	Financial Information in the Form 12	
19)	Technical Bid: Methodology and Understanding of the Project in Form 13	
20)	Team Details (Form 14) and Organizational Chart	
FINANCIAL COVER 2		
21)	Cover Letter for Submission of Financial Bid in Form 15	
22)	Financial Bid in Form 16	

Signature: _____

Name: _____

(BLOCK LETTERS)

Designation:

Form 1

FORM OF BID

(To be given on Company Letter Head)

Date:

To,

Department of Consumer Affairs
562 A, Krishi Bhawan, New Delhi-110001

Name of Tender or Work: - “Appointment of Agency for

_____” RFP No.:

Subject: Acceptance of Terms & Conditions of above referred RFP Document

1. I or We have downloaded or obtained the RFP document(s) for the above mentioned ‘Tender or Work’ from the web site(s) namely: _____

- as per your advertisement, given in the above-mentioned website(s).
2. I or We hereby certify that I or we have read the entire terms and conditions of the RFP documents from Page No. _____ to _____ (including all documents like forms, annexures etc), which form part of the Contract and I or we shall abide hereby by the terms or conditions or clauses contained therein.
3. The corrigendum(s) issued from time to time by your department or organization too have also been taken into consideration, while submitting this letter.
4. Having ascertained and examined the Conditions of Contract, Client’s requirements, Terms of Reference, Notice Inviting Bids, Instructions to Bidders and addenda for the execution of above named works, I or we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Client’s Requirements, Terms of Reference, Notice Inviting Bids, Instruction to Bidders and addenda for *carrying out work for Strategic Transformation Support for Bureau of Indian Standards and DoCA, as detailed in the scope of work.*
5. I or We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) or corrigendum(s) in its totality or entirety.
6. I or We do hereby declare that our Firm is not currently blacklisted or debarred by any Govt. Department or Public sector undertaking.
7. I or We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect or untrue or found violated, then your department or organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.
8. While preparing this Bid, we have gathered our own information and conducted our own inquiry or survey to our satisfaction and we do not rely solely on the information provided in this RFP. We shall not hold the DoCA responsible on any account in this regard.
9. We acknowledge that the Annexures and Forms in Section 6 forms an integral part of the bid.

10. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the date of signing of the Contract with the Client, as indicated in the Appendix.
11. If our bid is accepted, we will furnish a bank guarantee, within 15 days of issue of Letter of Award as Performance security for the due performance of the Contract.
12. We agree to abide by this RFP for a minimum period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
13. The DoCA shall have the right to modify the scope. We agree to abide by the modifications proposed by the DoCA as per the terms and conditions of the Contract.
14. We agree that our outputs may be used by the DoCA for any other work without any obligation to us.
15. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of the DoCA, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
16. We understand that you are not bound to accept the lowest or any Bid you may receive.
17. If our bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

NOTES

- 1) The Appendix forms part of the bid
- 2) The bidders are required to fill up all the blank spaces in this form of bid and appendix.

Dated this.....day of **2023**

Signature with Official Seal.....

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

Witness – Signature

Name

Address

Occupation

APPENDIX TO THE FORM OF BID

i.	Amount of bank guarantee as Performance Security	
ii	Period within which Performance Security is to be furnished	
iii	Time for completion of project	
iv.	Period of validity of Performance Security from the date of completion of Project	

Signature.....
 (Authorized Signatory)

Date

Name

Place

Address

Form 2

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
FOR SIGNING OF PROPOSAL**

Know all men by these presents,
We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr or Ms..... (name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for carrying out Strategic Transformation Support for Bureau of Indian Standards and DoCA, as detailed in the scope of work, including signing and submission of all documents and providing information or responses to the DoCA, representing us in all matters before the DoCA, and generally dealing with the DoCA in all matters in connection with our proposal 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.

Dated this theDay of2023

..... (Executants)

(In case of a consortium, to be executed by all the members of the Consortium

Bidder) NOTES

- 1) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2) *This Power of Attorney should be provided on stamp paper of appropriate value.*

Form 3

FORMAT FOR POWER OF ATTORNEY FOR APPOINTING THE LEAD MEMBER

WHEREAS the DoCA (the Client) has invited Proposals or Bids from the interested parties for Strategic Transformation Support for Bureau of Indian Standards and DoCA.

AND WHEREAS, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) document, Terms of Reference, Client’s Requirement, Notice Inviting Bid, Instructions to Bidders, Conditions of Contract and other connected documents in respect of the Project, and

AND WHEREAS, it is necessary under the RFP document for the members of the Consortium Bidder to name one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium bidder, all acts, deeds and things as may be necessary in connection with the Consortium Bidder’s proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M or s. -----and M or s..... (the respective names and addresses of the registered office) do hereby nominate M or s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s Application or proposal for the Project, including submission of Application or proposal, participating in conferences, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with the DoCA, any other Government Agencies or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract is signed with the Client.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, 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 or Consortium.

Dated this theDay of2023
..... (Executants)
(To be executed by all the members of the Consortium Bidder)

NOTES

- 1) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2) *This Power of Attorney should be provided on stamp paper of appropriate value.*

Form 4
FORM OF PERFORMANCE SECURITY BANK GUARANTEE

This deed of guarantee made this day of _____ between Bank of _____(hereinafter called the “Bank”) of the one part, and Department of Consumer Affairs(hereinafter called “the DoCA” and the Client) of the other part.

WHEREAS the DoCA, New Delhi has awarded the Contract for **carrying out Strategic Transformation Support for Bureau of Indian Standards and DoCA, as detailed in the scope of work** to__(hereinafter called the Agency).(Name of the Agency)

AND WHEREAS the Agency is bound by the said Contract to submit to the DoCA, a Performance Security for a total amount of ₹.....(in words).

1. Now we the undersigned_____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of_____ (Full name of Bank), hereby declare that the said Bank will guarantee the DoCA the full amount of ₹_____ (.. in words) as stated above.
2. On or before, the Agency has signed the aforementioned Contract with the Client, the Bank is engaged to pay the Client, any amount up to and inclusive of the aforementioned full amount upon written order from the Client to indemnify the Client for any liability of damage resulting from any defects or shortcomings of the Agency or the debts he may have incurred to any parties involved in the works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Client immediately on demand without delay without reference to the Agency and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Agency. The Bank shall pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceedings pending before any Court, Tribunal or Arbitrator or s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
3. This guarantee is valid for a period till 60 days beyond the successful completion till the Project or the extended period, thereof.
4. At any time during the period in which this guarantee is still valid, if the DoCA agrees to grant a time extension to the Agency or if the Agency fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 2, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Client and at the cost of the Agency.
5. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Agency.

6. The neglect or forbearance of the Client in enforcement of payment of any amount of moneys, the payment whereof is intended to be hereby secured or the giving of time by the Client for the payment hereof shall in no way relieve the bank of their liability under this deed.
7. The expressions, “the Client”, “the Bank” and “the Agency” hereinbefore used shall include their respective successors and assigns.

In witness whereof, I or We of the bank have signed and sealed this guarantee on the _____
 Day of ----- (Month) 2023 being herewith duly authorized.

For and on behalf of

TheBank.

Signature of authorized bank official

Name:
 Station:
 Stamp or Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness 1
 Signature
 Name
 Address

Witness 2
 Signature
 Name
 Address

Form 5
FORMAT FOR CONTRACT

STAMP PAPER OF RS. 100 or -

This Contract is made at New Delhi on the _____ day of _____ 2023
Between Department of Consumer Affairs hereinafter called “the DoCA” and “the Client”
of the one part and _____(Name of the Agency) (Address of the Agency)
_____ of
_____ hereinafter called “the Agency” of the other part.

WHEREAS the Bureau is desirous that certain Services should be provided and certain works
should be executed for **Strategic Transformation Support for Bureau of Indian
Standards and DoCA, as detailed in the scope of work**, and in pursuance of RFP No. ---
----- issued by the Bureau for Appointment of an Agency for the above-
mentioned work, M or s _____

_____ submitted their Bid, and after due process of consideration and selection, the Bureau has
accepted the Bid submitted by the Agency for providing such services as well as guarantee
of such services and the remedying of defects therein.

NOW THIS CONTRACT WITNESSETH as follows:

1. In this Contract words and expression shall have the same meanings as are
respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part
of this Contract, viz:

- a) Notice Inviting Bid
 - b) Instructions to Bidders (Including Annexures and Forms)
 - c) Terms of Reference
 - d) General Conditions of Contract (GCC)
 - e) Client’s Requirements and scope of services
 - f) Bid submitted by the Agency
 - g) Form of Bid with Appendix
 - h) Letter of Award (LOA)
 - i) Addendums or corrigendum issued, if any
2. In consideration of the payments to be made by the Client to the Agency as
hereinafter mentioned, the Agency hereby covenants with the Client to execute and
complete the Project by ** _____.

3. The Client hereby covenants to pay the Agency in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of ₹_____ (..... in words) inclusive of GST as applicable, being the sum stated in the Letter of Award subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. **Obligation of the Agency**
 The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep the Client fully indemnified against liability of tax, interest, penalty, etc of the Agency in respect thereof, which may arise.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed or (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Agency

For and on behalf of the Client

Signature of the authorized official
 Name of the official
 Stamp or Seal of the Agency

Signature of the authorized official
 Name of the official
 Stamp or Seal of the Client

SIGNED, SEALED AND DELIVERED

By the said
 __ (Name)

By the said
 __ (Name)

_____ on behalf of the Agency in the presence of:
 Witness

_____ on behalf of the Client in the presence of:
 Witness

Name _____

Name _____

Address _____

Address _____

NOTE

To be made out by the DoCA at the time of finalization of the Form of Contract.

** Blanks to be filled by the DoCA at the time of finalization of the Form of Contract.

Form 6

FORMAT FOR INTEGRITY PACT

Department of Consumer Affairs hereinafter called “the DoCA” and “the Client” of the one part and

_____ (Name of the Agency) (Address of the Agency)
_____ of _____

hereinafter called “the Agency” of the other part hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption, maintaining complete transparency and fairness in all activities related to the DoCA. Users agree to follow and adhere with the Integrity Pact guidelines as under:

Preamble

The DoCA values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness or transparency in its relations with its Agency.

Section 1- Commitments of the DoCA.

1. The DoCA commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the DoCA, personally or through family members, will in connection with the bid for, or the execution of a contract, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The DoCA will during the bid process treat all bidders with equity and reason. The DoCA will in particular, before and during the bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential or additional information through which the bidders(s) could obtain an advantage in relation to the process or the contract execution.
 - (c) The DoCA will exclude from the process all known prejudiced persons.
2. If the DoCA obtains information on the conduct of any of its employees which is a criminal offence under the IPC or PC Act, or if there be a substantive suspicion in this regard, the DoCA will inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)

1. The bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.
 - (a) The bidder(s) will not, directly or through any other persons or firm, offer promise or give to any of the DoCA 's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he or she is not

legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever before or during the bid process or before or during the execution of the contract.

- (b) The bidder(s) will not enter with other Bidders into any undisclosed Contract or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The bidder(s) will not commit any offence under the relevant IPC or PC Act; further the bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the DoCA as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (e) The bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from bid process and exclusion from future contracts

- 1. If the bidder(s), before award or during execution has committed a transgression through a violation of conditions of RFP, above or in any other form such as to put his reliability or credibility in question, the DoCA is entitled to disqualify the Bidder(s) from the bid process or take action as per the related provisions of this RFP document.

Section 4: Compensation for Damages

- 1. If the DoCA has terminated the contract according to RFP, or if the DoCA is entitled to terminate the contract according to RFP, the Bureau shall be entitled to demand and recover from the Agency damages of the amount equivalent to Performance Security.

Section 5: Previous Transgression

- 1. The Bidder declares that no previous transgressions occurred in the last three years with any Government Organization or PSU that could justify his exclusion from the bid process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the related provisions of this RFP document.

THE PARTIES TO THE CONTRACT

For the Appointed Agency

Name:

Address:

Signature:

Name:

(BLOCK LETTERS)

For DoCA

562A, Krishi Bhawan
New Delhi - 110 001

Signature:

Name:

(BLOCK LETTERS)

Designation:
Date:

Designation:
Date:

** The words 'Agency' and 'bidder' have been used here in this Form 6 interchangeably.

Form 7: Format for Earnest Money Deposit (EMD)

<Location, Date>

To:

Secretary

Department of Consumer Affairs

562 A, Krishi Bhawan, New Delhi 110001

Phone Nos.:

Email id:

Whereas <<name of the bidder>> (hereinafter called 'the bidder') has submitted a bid in response to the RFP Ref No.: _____ dated: ____-____-2023 for engagement of an agency for Strategic Transformation Support for Bureau of Indian Standards and DoCA (hereinafter called "the RFP").

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 Bureau of Indian Standards (hereinafter called "the Purchaser") in the sum of INR _____ (in words INR _____ 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 <<insert date>>.

The conditions of this obligation are:

1. If the bidder having its bid withdrawn during the period of bid validity specified by the bidder in the bid or bid form; or
2. If the bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate or failure to respond in the subsequent tender process after having been shortlisted.

We undertake to pay to the Purchaser up to the above amount upon receipt of the 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 one or both of the two conditions, 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 ANYTHING CONTAINED HEREIN:

1. Our liability under this Bank Guarantee shall not exceed INR _____/- (in words INR _____).
2. This Bank Guarantee shall be valid upto <<insert date>>.
3. 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 date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date

Form 8

Declaration Regarding Blacklisting or Litigations and Authenticity of the Documents or Certificates Produced

I or We hereby declare that our firm or agency or organization is not currently blacklisted by any Ministry or Department of Central Government or State Government or PSU or other bodies under the Central Government or State Government. I or We further declare that no criminal case is registered or pending against the firm or company or its owner or partners or directors anywhere in India.

I or We hereby declare that I or We will abide by any penal action of the DoCA for disqualification or blacklisting or termination of contract or any other action as deemed fit, taken by the DoCA against me or us, in the event of any of the contents of this application or bid, statements, documents, certificates etc. produced by me or us with intention to demonstrate my eligibility as per this EOI, are found to be false or fabricated, without any liability on part of the DoCA.

I or We further declare that we have not abandoned any work in the past before its completion.

Date the day of 20...

Signature of Authorized Officer _____
Name & Address of the Signatory _____

_____ Seal of the Firm/ Company”

Form 9

Declaration Regarding not-involving in any criminal case and no pendency of any criminal case against the firm or company or conviction by any Court of Law

I/We declare that no criminal case is registered or pending against our firm or organization or company or its owner or partners or Directors anywhere in India. I/We further declare that neither I/We nor our firm or organization or company or its owner or partners or Directors are found guilty of any criminal offence or convicted by any Court of Law.

Dated theday of2023.

Signature of Authorized Officer _____
Name & Address of the Signatory _____
Seal of the Firm/ Company

Form 10

**Format for Compliance to restrictions under Rule 144 (xi) of General Financial Rules (GFRs),
2017**

The certificate below is to be provided by the bidder.

<To be printed on Company letterhead>

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

(Signature of Authorized Representative)

(Name, Designation, Seal, Date, Place, Business Address)

Form 11

ABSTRACT OF THE PROJECTS OF SIMILAR NATURE AND SCALE COMPLETED WITHIN OR OUTSIDE INDIA IN THE PRECEDING 7 YEARS

S. No	Name of Project	Name of Client and Address	Name and Telephone no. of Client Representative	Start Date dd/mm/yyyy	Completion Date dd/mm/yyyy	Professional fees received by the Applicant (in Rs. lakhs)	Brief description of the Project (in not more than 1000 characters)	Type of Surveys	Description of services performed by the Applicant Institution (in not more than 1000 characters)
1									
2									
3									
4									
5									

This is to certify that the above information is correct, and if at any stage of the project, it is found that the information provided is incorrect statement on this subject, the firm may be disqualified and action may be taken as per the related provisions of this RFP document.

(Signature, name and designation of the authorized signatory)

Name of the MD/CEO/Authorized Signatory:

Seal:

Date:

Form 12

FINANCIAL CAPACITY OF THE BIDDER

Financial Year (Details to be provided for immediately preceding 3 years)	Financial turn over from consultancy assignments or professional fee of single firm or consortium of firms			
	Firm 1	Firm 2	Firm 3	Average
FY _____				
FY _____				
FY _____				
Average Annual Turnover over the past 3 years				

Financial Year (Details to be provided for immediately preceding 3 years)	Net Profit after Tax, Depreciation, Interest (PAT) of single firm or consortium of firms		
	Firm 1	Firm 2	Firm 3
FY _____			
FY _____			
FY _____			

Financial Year (Details to be provided for immediately preceding Financial year)	Net Worth of single firm or consortium of firms

	Firm 1	Firm 2
FY _____		

Certificate from the Statutory Auditors

This is to certify that (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorized signatory)

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder. In such case, the bidder should mandatorily include supportive proof in the form of relevant extracts of the certified or audited balance sheet(s), Income Tax Returns, etc.

Notwithstanding anything stated above or elsewhere in the document, the DoCA reserves the right to seek any supplementary information from the bidder in support of the data mentioned in the Forms submitted by the bidders with their bids.

This information will have to be furnished by both the partners of a consortium individually.

Form 13

Approach Methodology

Submit a description of the methodology and work plan:

- a) Understanding of ToRs and issues.
 - b) Technical Approach and Methodology
 - c) Work Plan, and
 - d) Timelines and Deliverables
 - e) Organization and Staffing.
 - f) Support required from DoCA
- a. **Technical Approach and Methodology**- The bidders should explain their understanding of the objectives of the Assignment or job, approach to the Assignment or job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. They should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. They should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
 - b. **Work Plan** - The bidder should propose and justify the main activities of the Assignment or job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. The work plan should also be consistent with the “Deliverables and Timelines”. A list of the final documents, including reports, to be delivered as final output, should be included here.
 - c. **Organization and Staffing** - The bidder should propose and justify the structure and composition of their team. They should list the main disciplines of the personnel deputed for the Assignment or job, the key expert responsible, and proposed technical and support staff.

Form 14

QUALIFICATIONS OF THE TEAM LEADER or TEAM MEMBERS

Name of the Staff			
Where located			
Name of the firm presently employed			
Years with the firm			
Proposed position			
Details of task assigned			
Key Qualifications (Give an outline of staff member's experience & training most pertinent to tasks on assignment. Describe degree of responsibility held by staff members on relevant previous assignments and give dates and locations)			
Education (Summarize college or university and other specialized education of staff member, giving names of institutions dates admitted, degrees obtained etc.)			
Employment Record			
Client Name & Location			
Total man months of efforts by the firm on the assignment		No. of man months spent by the individual on the assignment	
Brief description of work(to include all critical tasks carried out in the assignment)			

NOTE- Use separate sheet for each client

(To be signed by authorized signatory)

Name:

Statio

Form 15

(Page 1 of 1)

Format for Cover Letter for Submission of Financial Bid

From:

To,

Department of Consumer Affairs
562 A, Krishi Bhawan, New Delhi 110001

Subject: "Appointment of Agency

"

Sir or Madam,

Having examined the RFP document, we, the undersigned, offer to undertake the Service the carrying out work for Strategic Transformation Support for Bureau of Indian Standards and DoCA, as detailed in the scope of work in accordance with your Request for Proposal.

To meet such requirements and to provide the services as set out in the RFP document, we attach hereto the Financial Bid as per **Form F-16** sealed under envelope, as required by the RFP document, which constitutes our proposal.

If our proposal is accepted, we will submit a performance security to the DoCA for a sum equivalent to 3% of the assessed contract value based on the price quoted in our financial bid. Our financial Proposal shall be binding upon us up to expiration of the validity period of the Contract, subject to the modifications resulting from any Contract negotiations.

We agree that you are not bound to accept the lowest or any RFP response you may receive.

Thanking you,

Yours faithfully,

Signature _____
(Authorized
Representative) Full
Name _____
Station _____
Address _____

Dated this.....Day of.....2023

Form 16

FINANCIAL BID DOCUMENT

(To be submitted as BOQ)

The following are to be furnished by the Bidder as the **Financial Bid** as per the tender RFP document:

Schedule of price bid in the form of BOQ.xls

Price bid in the form of BOQ template BOQ.xls available along with this RFP document on CPPP website. The bidders are advised to download this BOQ.xls as it is and quote their offer or rates in the relevant column and upload the same in the commercial bid.

1. The rates shall be quoted in Indian Rupee only

BoQ Format

S. No.	Item (Discipline wise)	Price (both in words and figures) (Inclusive of GST)
1	Strategic Transformation Support for Bureau of Indian Standards	
2	Strategic Transformation Support for DoCA	

Form 17

CV Format

Position:

Name of firm:

Name of staff:

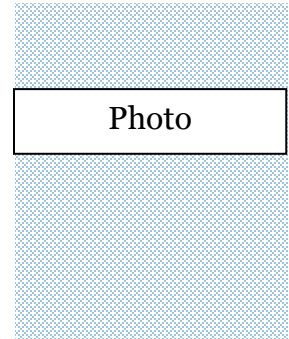
Contact details:

Areas of expertise:

Date of birth:

Total years of experience:

Education:



Subject or other specialized education	Names of institutions (College or University)	Degree obtained	Date of passing

Training:

Sl. No	Training Received	Year of Completion

Employment Record:

From [Year]	To [Year]	Employer	Position held

Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:

Name of Assignment or job or project	
Year	

Location	
Client	
Main project features	
Positions held	
Activities performed	

Name of Assignment or job or project	
Year	
Location	
Client	
Main project features	
Positions held	
Activities performed	

Name of Assignment or job or project	
Year	
Location	
Client	
Main project features	
Positions held	
Activities performed	

(add extra sheets, if required)

Certification:

I, the undersigned, 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:

Place:

Signature:

Form 18

Declaration for Abiding by the Code of Integrity in Public Procurement Declaration

I or We hereby declare that I or We will abide by the Code of Integrity for Public Procurement (CIPP) as envisaged and prescribed in General Financial Rules, 2017.

I or We hereby further declare that in case of any transgression of this code, my or our name shall not only be liable to be removed from consideration for the present EOI and from the list of registered contractors or contractors or consultants or service providers (if already registered), but also I or We will be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India as provided in the GFR, 2017.

Date the day of 20...

Signature of Applicant _____

Name & Address of Applicant _____

Seal of the Firm or Company

Form 19:
Format for Bank Guarantee for EMD

B.G. No.

Dated:

To,
Under Secretary Govt. of India
Ministry of Consumer Affairs, Food and Public Distribution
Department of Consumer Affairs
Room no. 373- C
Krishi Bhawan, New Delhi 110001

1. WHEREAS M/s..... (a company registered under the Companies Act, 2013) and having its registered office at)
(hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) desires to submit bids for “<RFP Name>” against DoCA RFP No...
2. AND WHEREAS the said RFP requires the bidder(s) to furnish an Earnest Money Bank Guarantee (EMBG) along with their bids for the sum specified therein as security for compliance with his obligations in accordance with the said RFP.
3. AND WHEREAS at the request of the Bidder, we (..... Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), have agreed to issue such a Bank Guarantee.
4. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder for the sum of INR (Rupees) only, and we undertake to pay you, upon your first written demand and without cavil or argument, and without reference to the Bidder, any sum or sums within the limits of INR (Rupees) only as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
5. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents (hereinafter referred to as “Bidding Documents”) shall be final, conclusive and binding on the Bank.
6. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

7. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days after the Bid Due Date. The claim period shall be 60 (sixty) days thereafter or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

8. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

9. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

10. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

11. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

12. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim. This guarantee shall also be operable at our ___ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

13. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and

which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

14. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

15. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

16. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR (Rupees). The Bank shall be liable to pay the said amount or any part thereof only if.

The Authority serves a written claim on the Bank in accordance with relevant paragraph hereof, on or before (Indicate date falling 180+60 days after the Bid Due Date).

(Signature of the Authorized Signatory)
(Official Seal)

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____
Address _____
Telephone number _____
E-mail: _____

Name of bank branch at New Delhi _____
Address _____
Telephone number _____
E-mail: _____

Name of controlling bank branch _____
Address _____
Telephone number _____
E-mail: _____

DoCA bank account details for SFMS package is mentioned as below: -

A/c Holder Name = XXX

Bank Name = XX

A/c No. = XX

IFSC = XX

Branch = XX
