

F. No. I-16/50/2022-W&M
Government of India
Ministry of Consumer Affairs, Food & PD
Department of Consumer Affairs

Krishi Bhawan, New Delhi
The 20th June, 2023

E-Tender Notice

SUBJECT: INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT / CONSULTANCY FIRM FOR ESTABLISHMENT OF TECHNICAL REQUIREMENTS FOR GENERATION & DISSEMINATION OF IST AND TO DEVELOP POLICY & REGULATORY FRAMEWORK FOR THE LEGISLATION OF INDIAN STANDARD TIME (IST) UNDER THE LEGAL METROLOGY ACT, 2009

CRITICAL DATE SHEET

Published Date	20.6.2023
Bid Submission Start Date	20.6.2023
Bid Submission End Date	11.7.2023
Bid Opening Date	11.7.2023 (1500 Hrs)

Online e-tenders are invited by the Department of Consumer Affairs, Ministry of Consumer Affairs, Food & Public Distribution, for request for proposal (RFP) for **engaging services of a consultant / consultancy Firm for Establishment of Technical Requirements for Generation & Dissemination of IST and to Develop Policy & Regulatory Framework for the Legislation of Indian Standard Time (IST) under the Legal Metrology Act, 2009.**

2. The tender document can be downloaded from the website of <http://eprocure.gov.in> or GeM portal or www.consumeraffairs.nic.in from 20.06.2023.
3. The interested bidders may submit the tender **by registered post or by hand (In the office of Director, Legal Metrology), so as to be received on or before July 11, 2023 at 15.00 hrs. (Indian Standard Time)** complete in all respects as per the terms & conditions prescribed in the Request for Proposal (RFP) document. All the documents are to be scanned and uploaded along with the tender documents.
4. The competent authority in the Department of Consumer Affairs reserves the right to cancel the tender at any time or amend/ withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, there for.


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Deputy Director (Legal Metrology)
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Technical Director, NIC, Department of Consumer Affairs with the request to place the aforesaid notice on the website of the Department for wider publicity.



Government of India
Ministry of Consumer Affairs, Food and Public Distribution
Department of Consumer Affairs (DoCA),
Legal Metrology Division (LMD)

REQUEST FOR PROPOSAL (RFP)

FOR

Appointment of consultant / consultancy Firm

For
Establishment of
Technical Requirements for Generation & Dissemination of IST
and to
Develop Policy & Regulatory Framework for the
Legislation of Indian Standard Time (IST)

Under

The Legal Metrology Act, 2009

Dated: 20.06.2023

Ref: I-16/50/2022-W&M

RFP Closing Date & Time: July 11, 2023; 15.00 hrs. (IST)

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SECTION I: INVITATION

Reference: Establishment of Technical Requirements for Generation & Dissemination of IST and to Develop Policy & Regulatory Framework for the Legislation of Indian Standard Time (IST) under the Legal Metrology Act, 2009

Ministry of Consumer Affairs, Food and Public Distribution, Department of Consumer Affairs (DoCA), Legal Metrology Division (LMD) invites a request for proposal (RFP) from eligible bidders for Establishment of Technical Requirements for Generation & Dissemination of IST and to Develop Policy & Regulatory Framework for the Legislation of Indian Standard Time (IST) under the Legal Metrology Act, 2009.

1.1 The request for proposals (RFP) includes the following documents:

Section I	-	Invitation Definitions Acronyms
Section II	-	Information to Bidders Appendix to Bidder's information
Section III	-	Technical proposals
Section IV	-	Financial proposal
Section V	-	Terms of Reference
Section VI	-	Deliverables & payment to consultant/firm
Section VII	-	General Condition of contract
Section VIII	-	Non disclosure agreement

1.2 Prices quoted shall be inclusive of all applicable taxes and shall remain valid for a period of **90** days from the closing date of the bid.

– Interested bidders shall be required to submit their bid documents in two (2) sealed envelopes enclosed in a larger outer envelope clearly labeled **“REQUEST FOR PROPOSAL FOR Establishment of Technical Requirements for Generation & Dissemination of IST and to Develop Policy & Regulatory Framework for the Legislation of Indian Standard Time (IST) under the Legal Metrology Act, 2009. RFP Reference No. I-16/50/2022-W&M”** with the instructions **“Do not open before July 11, 2023 at 15.00 hrs. (Indian Standard Time)”** as below:

a) Envelope 1 – Preliminary and Technical Proposal

Labeled:- “Proposal for Establishment of Technical Requirements for Generation & Dissemination of IST and to Develop Policy & Regulatory Framework for the Legislation of Indian Standard Time (IST) under the Legal Metrology Act, 2009. BID Reference No I-16/50/2022-W&M”.

This shall contain the tenderer's preliminary and technical proposal in response to the RFP that will be evaluated as per the technical evaluation criteria summarized in Section 2 – Instructions to Bidders. The documents clearly labeled **“Establishment of Technical Requirements for Generation & Dissemination of IST and to Develop Policy & Regulatory Framework for the Legislation of Indian Standard Time (IST) under the Legal Metrology Act, 2009. RFP reference no. I-16/50/2022-W&M”** shall be submitted as one (1) ORIGINAL which shall be clearly marked **“ORIGINAL”** as appropriate and one (1) **“COPY”** which shall be clearly marked as such.

NOTE: The Preliminary and technical proposal shall not contain any financial proposal (envelope 2). Where it contains documentation meant for envelope 2 (financial proposal), this shall lead to the bidder being disqualified from the bidding process.

b) Envelope 2 – Financial Proposal

Labeled:- “Financial Proposal for Establishment of Technical Requirements for Generation & Dissemination of IST and to Develop Policy & Regulatory Framework for the Legislation of Indian Standard Time (IST) under the Legal Metrology Act, 2009. RFP Reference No. I-16/50/2022-W&M”

This shall contain the bidder’s financial proposal and duly filled Form of Bid. The Financial proposal, signed, stamped, properly bound and clearly labeled **“Financial Proposal - Establishment of Technical Requirements for Generation & Dissemination of IST and to Develop Policy & Regulatory Framework for the Legislation of Indian Standard Time (IST) under the Legal Metrology Act, 2009. RFP Reference No I-16/50/2022-W&M”** shall be submitted as one (1) ORIGINAL which shall be clearly marked “ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked as such.

- 1.3** Completed RFP documents are to be enclosed in plain sealed envelopes marked with the Bid reference number & “Not to be open before **Bid End Date**” and addressed to

**Director, Legal Metrology,
Department of Consumer Affairs,
Ministry of Consumer Affairs, Food & Public Distribution,
Room No 461-A,
Krishi Bhawan, New Delhi-110001**

Email Address (for any clarification):

as-ca@nic.in, js-ca@nic.in, dirwmca@nic.in, ashutosh.agarwal13@nic.in

Bid may be submitted:- By registered post or by hand (In the office of Director, Legal Metrology), so as to be received on or before **July 11, 2023 at 15.00 hrs. (Indian Standard Time).**

- 1.4 This document is subject to copyright.**

This document may be used and reproduced for non-commercial purposes. Any commercial use, including without limitation reselling, charging to access, redistribute, or for derivative works such as unofficial translations based on these documents is not allowed.

DEFINITIONS

Definitions of terms not defined herein shall have the meaning ascribed to them under the RFP document. In addition to terms defined elsewhere, the following terms herein shall have the meaning ascribed to them below:

"Bidder"	Applicant /Firm /Consultant responding to RFP
"Consortium"	If a single bidder does not have the requisite capability to design, develop, provide, manage and maintain the critical components of the project, then the providers of such critical components should necessarily form a consortium with the primary responsibility of providing the service resting with the lead member of the consortium.
"Consortium & Consortia"	Shall have the same meaning;
"Contract"	means a Contract signed by the client and the firm
"Client "	Department of Consumer Affairs
"Foreign Partner"	International Company having experience with technical and commercial capabilities
"Firm"	means any interested "consultant/consultancy firm" which submits its proposal with reference to this RFP
"Government"	means the Government of India
"Instructions to Bidder"	(Section II of the RFP) means the document, which provides Bidder/Firm with all information needed to prepare their proposals
"Indian Company"	The Selected Respondent itself or, where applicable, an SPV incorporated by the Selected Respondent for the purposes of the implementation and operation and management of the activities along with its foreign partner or consortia as its lead member.
"Special Purpose Vehicle"	The subsidiary company with an asset/ liability structure and legal status that makes its obligations secure even if the parent company goes bankrupt
"Proposal, Bid" Tender	The RFP submitted by a Bidder in the prescribed format is proposal, bid or tender and are interchangeably used to mean the same.
"Respondents"	A reputed Indian company or a consortium of companies having a base in foreign with lead member firm in India and having the requisite experience supporting the Indian company who has applied for the RFP.
"Stakeholders"	The contractors, citizens, businesses, Government Departments and other agencies of the Government (Union & States) and their employees

ACRONYMS

AITB	means appendix to the instruction to the bidder
BIPM	means International Bureau of Weights and Measures / Bureau international des poids et mesures
CSIR	means Council of Scientific and Industrial Research
CSIR-NPL	means CSIR-National Physical Laboratory of India
DOCA-NTA	means Department of Consumer Affairs (National Time Authority) under the LM Act
EMD	means Earnest Money Deposit
EOI	means Expression of Interest
GNSS	means Global Navigational Satellite Systems
ISP	means Internet Service Provider
ISRO	means Indian Space Research Organization
IST	means Indian Standard Time
LEA	means Law Enforcement Agencies
NTP	means Network Time Protocol
TWSTFT	means Two Way Satellite Time and Frequency Transfer
NIST	means National Institute of Standards and Technology, USA
NMI	means National Metrology Institute
REOI	means Request for Expression of Interest
RFP	means Request for Proposal/Bidding document/Tender
TSP	means Telecom Service Providers
ITR	means Income Tax Return
PAN	means Permanent Account Number
SPV	means Special Purpose Vehicle
T	Means the date of signing of contract

SECTION II – INFORMATION TO BIDDERS (ITB)

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- 2.2 Clarification and amendment of RFP document**
- 2.3 Preparation of Technical Proposal**
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- 2.5 Submission, Receipt and opening of proposals**
- 2.6 Proposal evaluation general**
- 2.7 Evaluation of Technical proposal**
- 2.8 Evaluation of financial proposal**
- 2.9 Combined and Final Evaluation**
- 2.10 Negotiations**
- 2.11 Award of Contract**
- 2.12 Confidentiality**
- 2.13 Corrupt or fraudulent practices**
- 2.14 Change Request**
- 2.15 Support to be provided by Department of Consumer Affairs**
- 2.16 A. Earnest Money Deposit & B. Performance Guarantee**
- 2.17 Appendix to the instruction to the bidder (AITB)**

SECTION II: - INFORMATION TO BIDDERS (ITB)

2.1 Introduction

- 2.1.1 The Department of Consumer Affairs named the Appendix to "ITB" will select a Bidder among those submit a proposal, in accordance with the method of selection detailed in the Appendix "AITB" as stated in **clause 2.17**. The method of selection shall be as indicated by the procuring entity in the Appendix to "ITB".

The bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix "AITB" for consulting services required for the assignment named in the said Appendix. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.

- 2.1.2 This bidding process has two components—technical proposal (technical bid) and financial proposal (financial bid). The bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix "AITB" for consulting services required for the assignment named in the said Appendix.
- 2.1.3 The Department of Consumer Affairs will provide the inputs specified in the Appendix "AITB", assist the Bidder in obtaining authorization and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Department of Consumer Affairs are not reimbursable as a direct cost of the assignment; and (ii) the Department of Consumer Affairs is not bound to accept any of the proposals submitted.
- 2.1.5 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Department of Consumer Affairs' address indicated in the Appendix "AITB". The bidders are required to provide responses on all the points as mentioned in this RFP document. Any modification to the Bidding Documents which may become necessary as a result of any queries shall be made by the Department of Consumer Affairs by issuing a Corrigendum which will be uploaded on the website of the Department.
- 2.2.2 At any time before the submission of proposals, the Department of Consumer Affairs may for any reason, whether at his own initiative or in response to a clarification requested by an invited Bidder, amend the RFP. Any amendment shall be issued in writing through addenda. Any such addenda, if issued, will be binding on the Bidders. It will be presumed that the amendments contained in such addenda were taken into account by the concerned Bidder while submitting their bids. All such corrigendum would be issued online on the Department of Consumer Affairs website.
- 2.2.3 In order to give Bidders reasonable time for taking the corrigendum into account in preparing their bids, Department of Consumer Affairs may, at its discretion, extend the deadline for the submission of bids, and in the case of such an eventuality, the extended deadline will be communicated online through the website of the Department.
- 2.2.4 From the date of issue, any such corrigendum shall be deemed to form an integral part of the RFP.

2.3 Preparation of Technical Proposal

- 2.3.1 The Bidder's proposal shall be written in English language and should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.
- 2.3.2 The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the bidder would not be allowed that to withdraw the deviation submitted.
- 2.3.3 The Proposal evaluation committee would evaluate and classify them as "material deviation" or "non material deviation". In case of any material deviations, the Committee would be entitled to reject the bid.
- 2.3.4 In preparing the Technical Proposal, bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.5 While preparing the Technical Proposal, Bidder must give particular attention to the following:
- (i) If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other Bidders or entities in a joint venture or sub-consultancy as appropriate. Bidder can sub-contract the work maximum to 2 organizations. Under such circumstances, there shall be one lead member of the consulting organizations and Department of Consumer Affairs shall deal with the lead member for all the administrative purposes.
 - (ii) In case of Consortium/JV the lead member of the JV should give in writing ascertaining the responsibility for delivery of the assigned consultancy contract.
 - (iii) Only companies registered in India, their foreign partner or consortia, as the case may be, meeting the following eligibility criteria may apply:
 - Indian company will only be allowed to submit RFP and will lead the assignment of consultancy contract.
 - Indian company, its foreign partner or consortia, as the case may be, should have established for at least 5 years
 - Currently this invitation is open only to Indian companies having registered office or business within India. However, for meeting the eligibility criteria, the company may have foreign partner or consortia.
- 2.3.6 The Technical Proposal shall provide the following information
- (i) A brief description of the Bidder's organization and an outline of recent experience on assignments of a similar nature.
 - (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Department of Consumer Affairs.
 - (iii) A description of the methodology and work plan for performing the assignment.
- 2.3.7 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP documents.
- 2.4.2 The Financial Proposal shall take into account all expenses related to the study including all taxes. All payments shall be subjected to deduction of taxes at source as per applicable laws. Costs (including break up of costs) shall be expressed in INR.

The Proposal must remain valid for 90 days from the last/closing date of receiving the bids. The Department of Consumer Affair will make his best effort to complete negotiations within this period. If the Department of Consumer Affair wishes to extend the validity period of the proposals, the bidders shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals. *(Documental evidence in favour of Authorized signatory as per Annexure : 1) and EMD of Rs. 5,00,000/- (Rupees Five Lakh Only), in the form of a Demand Draft OR Bank Guarantee issued by any nationalized bank in favour of "Pay & Accounts Officer, Department of Consumer Affairs", payable at New Delhi. payable at New Delhi, and should be valid for at least six months from the due date of the RFP.*
- 2.5.2 All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- 2.5.3 For each proposal, the bidder shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both Envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITB" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING AUTHORITY.**"
- 2.5.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "AITB". Any proposal received after the closing time for submission of proposals shall be returned to the respective bidder unopened.
- 2.5.6 After the deadline for submission of proposals, the Technical Proposal shall be opened by the opening authority at a suitable date, time and place. The Financial Proposal shall remain sealed and deposited with a responsible officer of the Department of Consumer Affairs up to the time for opening of financial proposals.
- 2.5.7 Date of opening of financial bid will be intimated at later stage after acceptance of the technical bids. The financial bid of only those organizations / institutions/bidders will be opened whose technical bids are found compliant / suitable, after technical evaluation is done by Department of Consumer Affairs.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the contract is awarded, if any bidder wishes to contact the Department of Consumer Affairs on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "AITB". Any effort by the Bidder to influence the Department of Consumer Affairs in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the bidder's proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee of the Department of Consumer Affairs shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

Sr.no	Criteria	Index Reference	Requirement	Max Point	Supporting Documents
1	Standing and Experience of the consulting firm 20%		Experience of undertaking projects involving creation of holistic vision and integrated master plans, framework and strategy formulation in similar sectors, Experience of projects involving undertaking techno-economic feasibility, legal services related to legalisation policy regulatory etc.,	20	Company Profile, Balance Sheets etc Furnishing Details of the projects undertaken
2	Experience and responsibility profile of the key personals involved on this project: 60%		Key experts <i>(Please attach details in CV of Project Experts)</i> Master Planner/ Team leader 10 marks Project Manager 5 marks Economic & Financial Expert 5 marks Legal Expert 10 mark Network IT Infrastructure Expert 5 marks Radio & Wireless communication Expert 5 Time & frequency dissemination Expert 15 marks Cyber security/ Time stamping experts 5 marks <i>Qualifications and past performance /Experience, accreditations etc. to be specified in the CV.</i>	60	A self-certification from authorized signatory with CVs of experts
3	Proposed Approach and Methodology for the assignment 20%		Bidder need to submit a document detailed their proposed approach, strategies and implementation Methodology The bidder would also be requested, during the evaluation of technical proposals to make a presentation on the same	20	

Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score less than seventy (70) percent points.

2.8 Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Department of Consumer Affairs shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Department of Consumer Affairs shall simultaneously notify the bidders who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those bidders who choose to attend. The opening date shall not be sooner than three (3) days after the notification date. The notification may be sent by registered letter or electronic mail.
- 2.8.2 The Financial Proposals shall be opened in the presence of the bidders' representatives who choose to attend. The name of the bidder the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete i.e. whether the bidder has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 The bidder with lowest qualifying financial bid (L1) will be awarded 100% score
(Amongst the bidders which did not get disqualified on the basis of point "2,7" above).

Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn)	=	{	($\frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of Bidder}}$)	}	X100%
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2.9. Combined and Final Evaluation

- a. The technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively, to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as The Most Responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B_n = 0.80 \cdot T_n + 0.20 \cdot F_n$$

Where

B_n = overall score of bidder

T_n = Technical score of the bidder (out of maximum of 100marks)

F_n = Normalized financial score of the bidder

- c. In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project

2.10 Negotiations

- 2.10.1 Negotiations will be held at the same address as “address to send information to the Department of Consumer Affairs” indicated in the Appendix “AITB”. The aim is to reach agreement on all points and sign a contract.
- 2.10.2 The proposal evaluated as combined & final ranked No.1 will be invited to negotiate technical and other terms of the contract without delay. The representatives conducting negotiations on bidder’s behalf must have written authority to negotiate all terms and to conclude a binding agreement failing which proposal evaluated as combined ranked No.2 will be invited for negotiations. The negotiations will conclude with an agreed form of the contract. On completion of negotiations the client and the firm will initial the agreed draft contract
- 2.10.3 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Department of Consumer Affairs and the selected Bidder will initial the agreed contract. If negotiations fail, the Department of Consumer Affairs will invite the Bidder whose proposal received the second highest score to negotiate a contract.
- 2.10.4 The Department of Consumer Affairs may call the successful bidders for the purpose of the negotiations.

2.11 Award of Contract

- 2.11.1. The Department of Consumer Affairs will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 2.11.2. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **clause 2.12.1, as** well as such other information as the Department of Consumer Affairs deems necessary and appropriate.
- 2.11.3. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Department of Consumer Affairs will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 2.11.4. The Contract will be awarded following negotiations. After negotiations are completed, the Department of Consumer Affairs will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those bidders who did not pass the technical evaluation.
- 2.11.5. The parties to the contract shall have it signed within 15 days from the date of notification of contract award unless there is an administrative review request.
- 2.11.6. The Department of Consumer Affairs may at any time terminate RFP proceedings before contract award and makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 2.11.7. The Department of Consumer Affairs shall give prompt notice of the termination to the bidders.
- 2.11.8. To qualify for consultancy contract awards, the tenderer shall have the following:
 - a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - b) Legal capacity to enter into a contract for procurement
 - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
 - d) Shall not be debarred from participating in public procurement.

2.12 Confidentiality

- 2.12.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning bidder has been notified that it has been awarded the Contract.

2.13 Corrupt or fraudulent practices

- 2.13.1 Department of Consumer Affairs requires that the bidders observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.13.2. Department of Consumer Affairs shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.13.3. Further a bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in India, shall be disqualified for bidding.
- 2.13.4. Submission of false /forged documents will lead to forfeiture of EMD.

2.14. Change Request

The following would constitute a Change request

1. Any work which has not been specifically mentioned in the scope of work
2. Any changes in the deliverables post approval by the client
3. Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible

In such a case, the additional effort estimated by the bidder and its costs would be discussed and finalized in discussions with the Bidder.

2.15. Support to be provided by Department of Consumer Affairs

Department of Consumer Affairs will provide the following support, post the award of the contract to the successful bidder:

- i. Provide understanding of as-is status of the initiative.
- ii. Provide all relevant background information and documentation.
- iii. Provide arrangement to meet and discuss relevant stakeholders to provide overall support to this initiative by sharing the required introduction and other details.

2.16. A. Earnest **Money Deposit (EMD)**

- i Bidders shall submit, along with their Bids, EMD of Rs. 5,00,000/- (Rupees Five Lakh Only), in the form of a **Demand Draft OR Bank Guarantee** issued by any nationalized bank in favour of **“PAO, Consumer Affairs, Delhi.”** payable at New Delhi, and should be valid for at least six months from the due date of the RFP.
- ii EMD of all unsuccessful bidders would be refunded by MoCA within thirty working days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in **Annexure VI B. Performance Guarantee**
- iii The **EMD** amount is interest free and will be refundable to the unsuccessful bidders without interest
- iv The bid / proposal submitted without **EMD**, mentioned above, will be summarily rejected.
- v The EMD may be forfeited:
 - a. If a bidder withdraws its bid during the period of bid validity.
 - b. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - c. The financial proposal of only technically qualified Bidders would be opened. Bidder need to submit the soft copy and hard copy of the technical presentation at the time of technical presentation. Schedule for technical presentation will be communicated to bidders who fulfil technical evaluation criteria. It is mandatory for bidders who qualify technical evaluation to appear for Technical Presentation else the bid would not be considered for further evaluation and the EMD would be forfeited for such bidder.

(Format as per Annexure VI A. Earnest Money Deposit)

1. Performance Guarantee

Department of Consumer Affairs will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of Award, for a value equivalent to 10% of the total cost of contract. The Performance Guarantee should be valid for a period of at least six months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, Department of Consumer Affairs at its discretion may cancel the contract placed on the selected bidder without giving any notice. Department of Consumer Affairs shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or Department of Consumer Affairs incurs any loss due to Bidders' negligence in carrying out the project implementation as per the agreed terms & conditions

(Format as per Annexure VI B. Performance Guarantee)

2.17 Appendix to information to Bidder (AITB)

Note on the Appendix to Information to Bidder

1. The Appendix to information to bidder is intended to assist the Department of Consumer Affairs in providing specific information in relation to corresponding claims in the information to Bidder included in Section II
2. The Department of Consumer Affairs should specify in the appendix information and requirements specific to the circumstances of the Department of Consumer Affairs, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the Appendix to information to Bidder

Appendix to Information to Bidders

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to bidders, wherever there is a conflict between the provisions of the information to bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to bidder.

Reference	Appendix Information
2.1	The Name: Government of India, Ministry of Consumer Affairs, Food and Public Distribution, Department of Consumer Affairs (DoCA), Legal Metrology Division (LMD) Invited Request for proposal(RFP)
2.1.1	The method of selection is: Combined Quality cum Cost Based Selection (CQCCBS)
2.1.2	Technical and Financial Proposals are requested: Yes The name, objectives, and description of the assignment are as given in the “Terms of Reference”
2.1.3	The address and telephone numbers of the Department of Consumer Affairs officials: Director, Legal Metrology, Department of Consumer Affairs, Ministry of Consumer Affairs, Food & Public Distribution, Room No 461-A, Krishi Bhawan, New Delhi 110001 Telephone 011-23389489
2.5.1	A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. This is for Authentication of Bids instruction as in Annexure-1

2.5.2	Bidders must submit an original and one additional copies of each proposal.
2.5.4	<p>The proposal submission address is: Director, Legal Metrology, Department of Consumer Affairs, Ministry of Consumer Affairs, Food & Public Distribution, Room No 461-A, Krishi Bhawan, New Delhi 110001 Telephone 011-23389489</p> <p>Information on the outer envelope should also include: “RFP for Establishment of Technical Requirements for Generation & Dissemination of IST and to Develop Policy & Regulatory Framework for the Legislation of Indian Standard Time (IST) under the Legal Metrology Act, 2009”. RFP Reference No I-16/50/2022-W&M”</p>
2.5.5	Proposals must be submitted no later than the following date and time: July 11, 2023 at 15.00hrs. Indian Standard Time
2.6.1	The email address to send information to the Department of Consumer Affairs is as-ca@nic.in , js-ca@nic.in , dirwm-ca@nic.in , ashutosh.agarwal13@nic.in
2.7.1	The minimum technical score required to pass is 70 marks
2.7	<p>Evaluation Particulars of interested eligible Bidders <i>The Bidder shall provide the following mandatory requirements which shall be used for the preliminary evaluation (failure to submit the mandatory requirements will lead to disqualification from the bid process).</i></p> <ol style="list-style-type: none"> Indian company details, registration no, registration date and general Information. Foreign partners and consortia details of the Indian companies, if any. Financial Information e.g. ITR of last three years, PAN etc. Technical competence & alliances Key Person(s), Designation, Qualifications Industry Experience: Domain Expertise The bidder may provide any additional element that it wishes to convey for the selection.
2.10.2	<p>Negotiations a) Competitive negotiation Department of Consumer Affairs conduct competitive negotiations where the quoted price is in excess of available budget or exorbitant The Negotiations and the assignment is expected to commence on: Date and location to be informed to the successful bidder</p>
2.16	<p>Earnest Money Deposit of Rs. 5,00,000/- (Rupees Five Lakh Only) A Proposal should be accompanied in the form of a Demand Draft OR Bank Guarantee issued by any nationalized bank in favour of “PAO, Consumer Affairs, Delhi.” payable at New Delhi, and should be valid for at least six months from the due date of the RFP. (B.G. Format as per Annexure VI, A. Earnest Money Deposit)</p>

Duration for undertaking the assignment

The Consultancy will be undertaken within a period 04 months

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the bidder is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the bidder's own risk and may result in rejection of the proposal.

3.2 The Technical proposal shall provide all required information..

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the bidders or the Special Conditions of contract.

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1. Particulars of the Bidders
2. Description of the methodology and work plan for performing the assignment
3. Activity (work schedule)
4. Letter of Proposal (***TECHNICAL PROPOSAL SUBMISSION FORM***)
5. Deviations
6. Team Composition and their Availability
7. Curriculum Vitae (CV) of Key Personnel
8. Comments and suggestions of bidders on the Terms of Reference and on data, services and facilities to be provided by the Department of Consumer Affairs

NB: Technical Proposal Submission Form as per Annexure 2

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the bidder should list the costs associated with the assignment.
- 4.2 The financial proposal shall be in Indian Rupees and shall take into account the tax liability.

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1. Total cost for implementation for SOW

NB: Financial Proposal Submission Form as per Annexure 3

SECTION V: - TERMS OF REFERENCE

Background “IST” Time Dissemination Services

Precise time is essential for country's strategic and non-strategic sectors for navigation, telecommunication, internet, power grid synchronization, banking systems, digital governance, transport systems, financial transactions, defence systems, cyber physical systems, and upcoming technologies of 5G, artificial intelligence and internet of things. Precise time with nanosecond accuracy is also required for high-end research in science, namely, measurement of fundamental physical constants, detection of the gravitational waves, geodesy, deep space navigation, radio telescopes etc.

Presently the Indian Standard Time (IST) is not being adopted mandatorily by all Telecom Service Providers (TSP) and Internet Service Providers (ISP). They are utilizing the servers synchronized to other sources such as GNSS/GPS. It is imperative that all networks and computers within the country, especially those that cater to the real time applications to the strategic sectors for national security, be synchronized to the national time standard.

Considering the importance of dissemination of Indian Standard Time (IST), an ambitious project has been initiated by the Department of Consumer Affairs (DoCA) in coordination with National Physical Laboratory (NPL) and Indian Space Research Organisation (ISRO), to generate and disseminate accurate time traceable to IST with required accuracies ranging from a second onwards to few milliseconds to a few nanoseconds etc. The project aims to create technology and infrastructure to disseminate IST from the 5 (five) Regional Reference Standard Laboratories (RRSLs) across India to all the telecom operators, power grids, financial institutions, data centres, common citizens and others and to establish a Disaster Recovery Centre at RRSL, Bengaluru.

Future requirements with the new technology advancements in 21st century will evolve to drive requirements for increasingly precise synchronization of time clocks in control devices and computers. The initiated time project by (RRSL) will act as spring board in this direction and will continue to provide new varieties of sources for precise time need to be planned for deployment in the near future directly or by empanelment of time service providers.

Objectives

In order to meet the technical and policy formation requirements, Department of Consumer Affairs (DoCA) proposes to invite bid from consultant/ consultancy Firm to provide all relevant information related to generation & dissemination of IST, policy for legal time legislation, responsibility, traceability and possibly other potentially related issues.

The purpose of the RFP is to provide technical support/ information/ requirements for establishment of generation and dissemination of IST and to frame policy for legislation of IST under the Legal Metrology Act, 2009 so to be instrumental to implement foundational precise & accurate timing services which can support a wide variety of public and private applications across the nation.

These services, which may be provided by one or more systems, will, along with signals from GNSS, form the basis of planning IST Dissemination Services. This planning is expected to form a “**backbone**” upon which other future applications will be built.

Government of India is pushing for the e-governance and Digital India missions; it becomes strategically important from the view point of cyber security that all TSP and ISP are synchronized to IST. Moreover, a strong national program on the dissemination of IST would be useful for various other projects, including weather forecasting, electric power distribution, railways, etc.

This plan is intended to meet the timing needs for all applications and users. It needs to

be designed to provide a resilient and reliable basic technology infrastructure for sovereign time delivery of Legal Time Signal that will better support current applications and provide a solid and resilient foundation for development of new applications and technologies. IST Time dissemination services will combine all possible ways (fiber and radio frequency-based systems) for delivery of time signals

Time dissemination services requirements– offered services and systems must meet the following minimum requirements to be considered responsive:

- Areas Served
- Users Served
- Technology adoption/ up- gradation meeting high accuracy demand
- Integrity, record keeping
- Continuity & Availability
- Audits, System Monitoring and Control

Engagement Objectives & Scope of assignment

1) Key Engagement Objectives of National Time & Frequency Dissemination Service Policy

- Developing technical framework with following design element to be considered for implementation of time distribution networks
 - Time Distribution (all possible ways)
 - Trust Assurance & Securities
 - Risk & Resilience
- Develop suitable policy and legislative research for formulating the legal framework underpinning the digital society needs
- Developing Legal frame wok for IST time dissemination services required in digital society.
- Developing the national policy on infrastructure and services to support the objective.
- Developing Institutional enabler framework to implement time dissemination objective.
- Developing an action plan and a road map to achieve nation-wide time dissemination objective

Scope of Work

The scope of work is planned to be undertaken, are detailed subsequently in every part:

Part.1

Development of Legal frame work for time dissemination services under Legal Metrology Act (LM Act).

Law on traceable time dissemination services should be as compact and as simple as possible, while providing enough detail to address the country's policies Involving measurement, it should provide sufficient flexibility to allow for changes in technologies and measurement procedures without having to change the law itself, leaving such details to directions, office orders and other legal instruments.

The Law on time & frequency realisation & dissemination services should elaborate what needs pertaining to time & frequency related metrology exist in the country, without specifying how to meet those needs

- **The primary time scale as defined in LM Act an IST as legal time**

Chapter II weights & Measure of Legal Metrology Act, 2009 and the Legal Metrology (National Standard) Rules, 2011 come in force on 1st April 2011 states base unit of time shall be “second”. It is duration of 9192631770 periods of radiations corresponding to the transition between the two hyperfine levels of the ground state of caesium 133 atoms, when expressed in the unit Hz; this is equal to s⁻¹

These real time signals are realised by the CSIR-NPL, New Delhi, which is kept traceable to Global Time Scale UTC; international reference time with an uncertainty of few nanoseconds

Part.2

Development of technical capacity for Generation & Dissemination of IST & traceability chain framework for national time & frequency network and synchronization infrastructure architecture in reference to “Traceability Standard”

Technical capacity allows keeping the traceability chain intact. It will be requirement of making a series of comparisons and every link in the chain is continually compared to the previous link being the part of the traceability chain that extends from the SI definition.

The traceability chain starts with a time and frequency source that is as nearly perfect as possible. For example, at the CSIR-NPL Time & Frequency laboratories it is possible to synchronize a clock to within nanoseconds or better of UTC.

Referenced documents related to time stamping & time authority (*Check life cycle of these standard for latest published editions*):

ISO/IEC 18014-1 (First edition 20002-10-01): “Information technology-Security techniques-Time-stamping services- Part1: Framework”

ISO/IEC 18014-2 (First edition 20002-12-15): “Information technology-Security techniques-Time-stamping services- Part2Mechanisms producing independent tokens”

ISO/IEC 18014-3 (First edition 20004-02-15): “Information technology-Security techniques-Time-stamping services- Part1: Mechanisms producing linked tokens”

ISO/IEC 18014-4 traceability of time source

Part.3

Development of policy & procedure to empanel the service providers for nationwide IST Dissemination and Synchronization and technology requirement in different sectors.

- i Develop the Technical Roadmap, Infrastructure Architecture and Security Framework for Dissemination and Synchronization of Accurate and Traceable Indian Standard Time (IST) from the 5 (five) Regional Reference Standard Laboratories (RRSLs) across India.
- ii Develop accurate & precise sovereign time distribution Infrastructure & network architecture that is required to rollout IST Dissemination and Synchronization with traceability in national critical infrastructure
- iii Study demands for Time & Frequency Synchronization requirements in view of fast changing present & upcoming future technologies in digital age.
- iv **Develop Cyber Risk Framework & Cyber Security planning to secure the proposed network as per part3.ii**

Part.4

Development of policy for audit of systems & services

- i Requirement of National or International accredited agency as auditor (through empanelment) for conducting audit of offered services.
- ii Define scope of work & eligibility criteria including Terms & conditions for empanelment of agencies and auditors, to Award the work to empanelled agency.

Part.5

Development of Policy of time service verification procedure

Develop a conceptual and technological framework, together with necessary tools, to define and implement VALID TIME, which is defined as a time interval which lowers and upper values can be determined depending on a given purpose where safety and security play critical role in B2B (Business to Business), B2C (Business to Consumer), and B2G (Business to Government) applications,,

Part.6

Development of procedure of certification & types of records archived in cyber secured environment

Develop policy & procedures for implementation of generation, dissemination & Time Stamping Services in support of the IT Act of 2000, the LM Act empanelled the Time Stamping Service Providers (TSSP) may offer Time Stamping Services. The Time service providers will also be required to issue a Time stamping certificate to external entities for their time stamping service.

Develop protection and archive records rules for Time Stamping Service Providers. These rules shall be sufficiently detailed to establish the proper operation of the Time Stamping Services or the validity of any time stamp issued by the Time Stamping Service Provider.

Part.7

Development of HRD program in T& F Dissemination

Human Resource Development and Training Human resource development is more than training on measurements, calibrations and verifications. It should also include staff motivation, communication with clients and rules for establishing a National Time Authority at DoCA.

These skills contribute to the quality, effectively and efficiency of the work and the reputation of the NTA. The Department is responsible for the training policy for time dissemination and for the implementation of this policy.

It will be not easy to find personnel that are fit for work in Time & Frequency related metrology. They must be trained on the job. A comparison of job requirements with job performance will reveal training needs. Training plan should comprise:

- content of training, anticipated results, identification/ preparation of work to be carried out at the timing dissemination center after training
- prequalification and preparation of trainees for the envisaged training
- selection of the training provider
- qualification of trainers
- duration of the training
- location and training requirements (equipment and environment)
- tests to check the knowledge gained by participants
- documentation of contents and test results
- evaluation of the training

Part 8

Development of other important aspect

Beyond addressing the above aspects, the bidder may provide additional insights, if not covered earlier, that would feed into the decision-making process.

- 5 (five) upcoming Time Dissemination Regional Reference Standard Laboratories (RRSLs) across India. A brief report on how these 5 centres would facilitate mandatory adoption of Indian Standard Time (IST).
- Setting the national policy for the provision of traceable time service infrastructure and services to support the objective of metrology activities;
- **Impact of time stamps in implementing electronic identification and trust service solutions.**

(Need or desire for government furnished facilities and/or equipment– Plan should include use of idle and potentially available government-owned facilities and equipment. Plan must, also, describe how to proceed if those facilities and/or equipment are not available)

SECTION VI: - DELIVERABLES AND PAYMENT TO CONSULTANT

Key Milestones and Deliverables

S.N.	Phase	Milestone	Deliverable	Timeline
1	Phase-0	On-boarding of resources Exit Criterion: This phase would end with on-boarding of all resources	Resources shall be on-boarded	T
2	Phase-1	Understanding Organization goals and expectations information gathered through sources facilitated by the bidder on request Exit Criterion: This phase would end with the approval of the Inception report.	Inception Report Largely covering detailed Methodology, work plan, man power deployment schedule etc • Refer Terms of Reference	T+4 Weeks
3	Phase-2	Development of Legal frame work for time dissemination services under Legal Metrology Act (LM Act). Exit Criterion: This phase would end with the approval of the Part 1 in TOR	Vision and Roadmap Document and completion of all stakeholder consultations as agreed in the inception report	T+12 Weeks
4	Phase-3	Development of technical capacity & traceability chain framework for national time & frequency dissemination and synchronization infrastructure architecture in reference to "Traceability Standard" Exit Criterion: This phase would end with the approval of the Part 2 in TOR	<ul style="list-style-type: none"> Detail documents explaining traceability pyramid and typical uncertainty proposed in the chain Time and frequency services should be defined as per international practice and explaining the important role in the digital society. Define required framework under LM act & required technical capability and infrastructure Detailing the requirement in reference to International Metrology 	T+16 Weeks
5	Phase-4	Development of policy & procedure to empanel the service providers for nationwide IST Dissemination and Synchronization and technology requirement in different sectors. Exit Criterion: This phase would end with the approval of the Part 3 in TOR	Based on the outcome of Phase 3 provisioning for time services providers Study the requirement in different sectors including national critical infrastructure & implementation plan based on the globally followed in developed countries Benefit to the national economic	T+16 Weeks
6	Phase-5	Development of policy for audit of systems & services Development of Policy of time service verification procedure Development of procedure of certification & types of records archived in cyber secured environment Exit Criterion: This phase would end with the approval of the Part 4,5,6 in TOR	Based on the outcome of phased 4 Implementation plan to fulfil the mandatory requirement of audit, record keeping as per the provision made in the legal frame work including execution Plan, Tools, Methodologies etc.	T+20 Weeks
7	Phase-6	Development of HRD program in T & F Dissemination Exit Criterion: This phase would end with the approval of Part 7 in TOR	Complete skill development implementation and policies & practices to help HR development to deliver proposed services efficiently	T+20 Weeks
8	Phase-7	Development other Important aspect Exit Criterion: This phase would end with the approval of Part 8 in TOR	Manpower Plan and Sourcing market awareness Policy/Proposed Framework etc.	T + 22 Weeks
9	Phase Final	Finalization Phase final report Exit Criterion: This phase would end with the approval of relevant reports, artefacts, methodologies documents, documented analysis reported using tools & techniques and other relevant document	Submission of consolidated report of Phase I to Phase 7 (1) 100 high quality hard copies of the report and (2) Submission of other documents related to the technical information & findings about the contract.	T+24 Weeks

Payment Schedule

Billing and payments in respect of the Services shall be made as follows:

S.N.	Key Activities	Payment %
1	After approval of Inception Report	10% of the contract value subject to bank guarantee of equal amount.
2	Submission of final draft report and presentation	50%
3	Acceptance of final report and presentation	40%

Payment Terms & Conditions

- a) The bid price is inclusive of all applicable taxes and out-of-pocket expenses. The bidder is required to make a reasonable estimate of the same and factor in the bid price. Any change in rates of taxation shall not be made good by Department of Consumer Affairs and will have to borne in full by the successful bidder.
- b) All payments under this contract shall be made to the bank account specified by the firm as may be notified to the Department of Consumer Affairs by the Consultant.
- c) The Draft/Final reports and the contents thereof would be the intellectual property of Department of Consumer Affairs and would not be published used in any manner by the awarded consultant/ consultant firm without prior approval of Department of Consumer Affairs
- d) The raw data/processed data/findings should not be disclosed by the agency to any third party without prior approval of Department of Consumer Affairs.

SECTION VI: GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms Whenever this Contract shall have the following meanings

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached.
- (c) "Contract Price" means the price to be paid for the performance of the Services
- (d) "Foreign Currency" means any currency other than the Indian Rupees;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of India and State Government;
- (g) "Local Currency" means the Indian Rupees;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the ITB to act on their behalf in exercising all the Consultant's rights and obligations towards the Department of Consumer Affairs under this Contract;
- (i) "Party" means the Bidder or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "Sub consultant" means any entity to which the Bidder/Consultant subcontracts any part of the Services.

1.2 Law Governing The Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of India

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

- 1.4 Notices** Any notice, request, or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, or facsimile to such Party at the address specified in the AITB
- 1.5 Authorized Representatives** Any action required or permitted to be taken and any documents required or permitted to be executed under this contract by the Department of consumer or the Consultant may be taken or executed by the officials specified in the AITB.
- 1.6 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of India, the amount of which is deemed to have been included in the Contract Price.
- 2. Commencement, Completion, Modification & Termination of Contract**
- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the Contract.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the Contract.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this contract shall terminate at the end of such time period, after the Effective Date, as is specified in the contract.
- 2.4 Modification of Contract,** Modification of the terms and Conditions of this Including any modification of the scope of the Services or the Contract Price, May only be made by written agreement between The Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the bidder does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Department of Consumer Affairs may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt; if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (c) if the Consultant, in the judgement of the Department of Consumer Affairs, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

"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 of facts in order to influence a selection process or the execution of Contract to the detriment of the Department of Consumer Affairs and includes collusive practice among bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Department of Consumer Affairs of the benefits of free and open competition.

- (d) if the Department of Consumer Affairs in his sole discretion decides to terminate this Contract.
- (e) However, the PBG shall be forfeited.

2.6.2 By the Consultant

Consultant may terminate this contract by not less than thirty (30) days' written notice to the Department of Consumer Affairs, such notice to be given after the occurrence of any of the following events;

- (a) if the Department of Consumer Affairs fails to pay any money due to the Consultant pursuant to this Contract within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days

3. Obligations of the Consultant

- 3.1 General** The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Department of Consumer Affairs and shall at all times support and safeguard the Department of Consumer Affairs's legitimate interests in any dealing with Sub consultants or third parties.
- 3.2. Conflict of Interest** The bidder shall not have a conflict of interest. The bidder is required to provide professional, objective, and impartial advice, at all times holding the Department of Consumer Affairs interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The Department of Consumer Affairs reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature. The decision of the Secretary, DoCA shall be final.
- 3.3. Confidentiality** The Consultant shall not, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written approval of the Client.

SECTION VII: - NON-DISCLOUSURE AGREEMENT (To be executed on plain paper)

1. Confidential Information:

- (a) means any information disclosed by DISCLOSING PARTY to RECEIVING PARTY or which is otherwise communicated to or comes to attention of RECEIVING PARTY whether such information is in writing, oral or in any other form; and
- (b) Includes, without limit:
 - (i) any information which can be obtained by examination, testing or analysis of any hardware, any component part thereof, software or material samples provided by DISCLOSING PARTY under the terms of this Agreement;
 - (ii) all information disclosed by DISCLOSING PARTY to RECEIVING PARTY relating directly or indirectly to affairs of business of DISCLOSING PARTY;
 - (iii) all knowledge, information or materials (whether provided in electronic form or otherwise) whether of a technical or financial nature or otherwise relating in any manner to affairs of business of DISCLOSING PARTY (or any parent, subsidiary or associated company of that party) software, samples, devices, demonstrations protected by copyright, patent, trademark, registered or unregistered design.

2. Undertakings:

Subject to clause 3 below and in consideration of disclosure of Confidential Information by DISCLOSING PARTY, RECEIVING PARTY doeth agrees and affirms that:

- (i) to keep confidential and not disclose to any other who is not party to this Agreement, copy, reproduce, adapt, divulge, publish or circulate any part of or whole of any Confidential Information without prior written consent of DISCLOSING PARTY; and
- (ii) to restrict access to Confidential Information disclosed to it under this Agreement to those of employees and officers of DISCLOSING PARTY who need to know the same strictly for such purpose; and
- (iii) not to use Confidential Information disclosed to it under this Agreement for any other purpose other than such purpose; and
- (iv) not to combine any part of or whole of Confidential Information with any other information; and
- (v) not to disclose whole or any part of Confidential Information to any other who is not party to this Agreement without prior written consent of DISCLOSING PARTY and
- (vi) to procure that each employee and officer to whom Confidential Information is disclosed under this Agreement is, prior to such disclosure, informed of terms of this Agreement and agrees to be bound by them; and
- (vii) to procure that Confidential Information in its possession is stored securely and that physical access to it is controlled; and
- (viii) Further, the operation of the Applicant in countries that are considered not favourable or friendly with India, if any, should be suitably firewalled from the contract / operations with Government of India. The Applicant shall also declare that no employee who has previously worked or been posted in countries that are considered not favourable or friendly with India in any capacity is engaged by the Applicant for this project and that no nationals of such countries that not considered favourable or friendly with India should be engaged by the Applicant for this project at any point of time.

3. Exceptions

- 3.1 Protections and restrictions in this Agreement as to use and disclosure of Confidential Information shall not apply to any information which:
- (a) is, at time of disclosure hereunder, already published or otherwise publicly available; or
 - (b) is, after disclosure hereunder published or becomes available to public other than by breach of this Agreement; or
 - (c) is rightfully in RECEIVING PARTY's possession with rights to use and disclose, prior to receipt from DISCLOSING PARTY; or
 - (d) is independently developed by or for RECEIVING PARTY without reference or access to Confidential Information disclosed hereunder.

3.2 RECEIVING PARTY shall not be in breach of Clause 2 if it can demonstrate that any disclosure of Confidential Information was made solely and to extent necessary to comply with a statutory or judicial obligation.

4. No title of Use

Nothing contained in this Agreement shall be construed as conferring upon RECEIVING PARTY any right of use in or title to Confidential Information received by it from DISCLOSING PARTY, other than as expressly provided therein.

5. Term and Termination

- 5.1 Subject to clause 3, obligations contained in clause 2 shall continue to apply for so long as RECEIVING PARTY has in its possession.
- 5.2 RECEIVING PARTY shall, on request of DISCLOSING PARTY, return to DISCLOSING PARTY all documents and things containing Confidential Information, together with all relevant samples and models which it has in its possession pursuant to this Agreement.

6. Miscellaneous

- 6.1 No Party shall assign its rights and/or obligations pursuant to this Agreement without prior written consent of other Party.
- 6.2 This Agreement expresses complete understanding of Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement shall not be amended except in a writing signed by both Parties.
- 6.3 No failure or delay by either party in exercising any rights, power or legal remedy available to it hereunder shall operate as a waiver thereof.
- 6.4 In event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and this Agreement shall be carried out as nearly as possible according to its original terms and intent.
- 6.5 This Agreement shall be construed and governed in all respects in accordance with laws of India.

Annexure 1

Documental Evidence In Favour of Authorized Signatory

Documental evidence in favour of Authorized signatory

Documental evidence demonstrating, that the representative is an Authorized signatory of the bidder and is duly authorized to sign.

The authorization shall be in the form of a written power of attorney or copy of board resolution or in any other form demonstrating that the representative has been duly authorized to sign.

(No specific format)

Annexure II
Technical Proposal Forms

Annexure II Technical Proposal Submission covering letter

[Location, Date]

To

The Director, Legal Metrology,
Department of Consumer Affairs,
Room No 461-A, Krishi Bhawan,
New Delhi 110001

Telephone 011-23389489 Email: as-ca@nic.in, js-ca@nic.in, dirwm-ca@nic.in, ashutosh.agarwal13@nic.in

RFP dated [date] for selection of consultant/Consulting Firm for [name of assignment]

Dear Sir,

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

We are submitting our Proposal as [sole applicant/ JV/ Consortium] [with] [insert a list with full name and address of each Joint Venture/ Consortium/ Consultant].

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

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

1. We acknowledge that Department of Consumer Affairs will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to Department of Consumer Affairs any additional information it may deem necessary or require for supplementing or authenticating the Proposal. We acknowledge the right of Department of Consumer Affairs to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. We declare that:
 - (a) We have examined and have no reservations to the RFP, including any Addendum issued by the DoCA;
 - (b) We do not have any conflict of interest in accordance with the terms of the RFP-
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered

- (d) into with Department of Consumer Affairs or any other public sector enterprise or any Government, Central or State; and
- (e) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
7. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP . We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against any of our Directors/ Managers/ employees.
10. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Department of Consumer Affairs in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
11. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
12. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
13. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Department of Consumer Affairs or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
14. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
15. We agree and undertake to abide by all the terms and conditions of the RFP Document and shall be abide by the confidentiality clause and shall not disclose any information / data/ policy in any manner to any person related with RFP/ project.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

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

Annexure III-
Financial Proposal Forms

Annexure III Financial Proposal- Covering Letter

[Location, Date]

The Director, Legal Metrology,
Department of Consumer Affairs,
Room No 461-A, Krishi Bhawan,
New Delhi 110001

Telephone 011-23389489 Email: as-ca@nic.in, js-ca@nic.in, dirwm-ca@nic.in, ashutosh.agarwal13@nic.in

Dear Sir,

Subject: Establishment of Technical Requirements for Generation & Dissemination of IST and to Develop Policy & Regulatory Framework for the Legislation of Indian Standard Time (IST) under the Legal Metrology Act, 2009-reg.

We, the undersigned, offer to provide the services for _____<name of assignment> _in accordance with your Request for Proposal dated _____ and our Proposal. We, _____ (Authorized signatory's name) herewith enclose the Financial Proposal for the above. Our attached Financial Proposal is for a sum of ____<amount(s) in words and figures> _____.

We agree that this offer shall remain valid for a period of 90 (ninety) days from the due date or such further period as may be mutually agreed upon.

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

Note: The Financial Proposal is to be submitted strictly as per Format attached.

(On letterhead of the bidder)

To,

The Director, Legal Metrology,
Department of Consumer Affairs,
Room No 461-A, Krishi Bhawan,
New Delhi 110001

Telephone 011-23389489 Email: as-ca@nic.in, js-ca@nic.in, dirwm-ca@nic.in,
ashutosh.agarwal13@nic.in

Dear Sir,

These costs indicated below are final and we, the Bidder agree to provide services as detailed in the RFP

A	Cost of the Consultancy Fees : (based on team and staff inputs and all necessary activities preparation of final report as per TOR)	Rs.
B	Taxes	Rs.
C	Total Cost (A+B)	Rs.

Total Cost (Rupees in words):

Note

- All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any
- The financial evaluation shall be based on the above Financial Proposal
- The above mentioned fee is inclusive of all applicable taxes. The Applicable taxes associated with the payments by the consultant for the contract shown separately would be paid as per actuals.

Yours faithfully,

Authorised Signatory

Name:
Designation:
Company's stamp

Annexure IV

A. Bank Guarantee for Earnest Money Deposit (EMD)(Format)

B. Performance Bank Guarantee (Format)

Annexure VI
A. Bank Guarantee for Earnest Money Deposit (Format)

<Location, Date>

To,
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <MoCA>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the < MoCA > (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<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 on the 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 for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of 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:

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

II. This Bank Guarantee shall be valid upto <<insert date>>)

III. 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)

Annexure VI:
B. Performance Bank Guarantee (Format)

<Location, Date>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the applicant/supplier") has undertaken, in pursuance of contract no. <<Insert contract no.>> dated. <<Insert date>> to provide consulting services for <<name of the assignment>> to <Client> (hereinafter called "the beneficiary")

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

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

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

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

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

This Guarantee shall be valid until <<*Insert Date*>>.

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only).**

II. This bank guarantee shall be valid up to <<*insert expiry date*>>.

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