

**DEPARTMENT OF DEFENCE PRODUCTION (DDP)/DGQA  
MINISTRY OF DEFENCE  
GOVERNMENT OF INDIA**

**REQUEST FOR PROPOSAL**

**APPOINTMENT OF CONSULTANCY AGENCY**

**AS**

**PROJECT CONSULTANT (PC) TO ASSIST IN IMPLEMENTATION OF  
'DEFENCE TESTING INFRASTRUCTURE SCHEME'**

**Department of Defence Production (DDP)/DGQA  
Ministry of Defence  
Government of India  
New Delhi 110011**

**15 Jul 2020**

**NOTICE INVITING - REQUEST FOR PROPOSAL**

Tel 23013805 Ext 4008

Directorate of Quality Assurance  
(Warship Project)  
H Block, DHQ Zone, Nirman  
Bhawan PO, Krishna Menon Marg  
New Delhi-110011

12575/DGQA/DTIS/CONSULTANT RFP

15 Jul 2020

**REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF PROJECT  
CONSULTANT (PC) TO ASSIST IN IMPLEMENTATION OF 'DEFENCE  
TESTING INFRASTRUCTURE SCHEME (DTIS)'**

1. Self-reliance is a major corner-stone on which the military capability of any nation rests. Accordingly, the Defence Production Policy aims at achieving substantive self-reliance in the design, development and production of equipment, weapon systems, platforms required for defence in as early a time frame possible, creating conditions conducive for private industry to play an active role in this endeavour; enhancing potential of MSMEs in indigenisation and broadening the defence R&D base of the country.

2. Defence manufacturing is primarily driven by capital acquisition of defence equipment. Under 'Make in India' initiative of the Government, several measures have been taken to promote indigenous design, development and manufacture of defence equipment in the country by harnessing the capabilities of the public and private sector. These measures include according preference to procurement from Indian vendors under the Defence Procurement Procedure (DPP), simplification of Make procedure, introduction of simplified procedure for Make II sub-category, liberalization of the licensing regime and FDI policy by raising the cap on FDI in the defence sector, simplification of export procedure, streamlining of defence offset guidelines etc.

3. The Government of India has launched a new scheme called Defence Testing Infrastructure Scheme (DTIS) for creation of testing infrastructure in the country with Private Industry as the implementing agencies. This Scheme

aims to provide a focussed, structured and significant thrust to indigeneous defence manufacturing by providing state of art testing facilities available to the defence design and production industry in the country.

4. In this regard DDP intends to employ a Consultant to assist the Department in the implementation of the DTIS as per the guidelines of the scheme. The Scheme guidelines and the RFP document has been uploaded on the websites "<https://eprocure.gov.in/>", "[www.dgqadefence.gov.in](http://www.dgqadefence.gov.in)" and "<https://ddpmod.gov.in>"

5. Interested applicants are requested to submit their responses to RFP on or before <1200hrs on 31 Aug 20> at the following address

Captain QA (DTIS)  
Directorate of Quality Assurance  
(Warship Project)  
H Block, DHQ Zone, Nirman Bhawan PO  
Krishna Menon Marg  
New Delhi-110011  
Email : [dtis-dqawp@navy.gov.in](mailto:dtis-dqawp@navy.gov.in)

Yours sincerely,



(Nagesh Jain)  
Captain (IN)  
Captain QA (DTIS)  
for ADGQA(WP)

## Disclaimer

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1. This RFP document is neither an agreement nor an offer by Department of Defence Production (DDP)/DGQA, Ministry of Defence, Government of India (hereinafter referred to as Client or DDP/DGQA) to the prospective Consulting Agency (hereinafter referred to as Applicant) or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.

2. DDP/DGQA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DDP/DGQA to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DDP/DGQA in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.

3. DDP/DGQA will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DDP/DGQA or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. DDP/DGQA will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.

4. DDP/DGQA will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DDP/DGQA is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and

DDP/DGQA reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DDP/DGQA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDP/DGQA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. DDP/DGQA reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of MoD DDP, DGQA and CPPP portal.

7. The RFP includes the following sections.

SECTION 1. Letter of Invitation

SECTION 2. Instructions to Consulting Agency (hereby referred to as Applicant)

SECTION 3. Pre – Qualification and Technical Proposal - Standard Forms

SECTION 4. Financial Proposal - Standard forms

SECTION 5. Terms of Reference

SECTION 6. Standard format of Work Order

## Section 1. Letter of Invitation

1.1 Department of Defence Production (DDP)/DGQA, Ministry of Defence, Government of India (hereinafter referred to as Client or DDP/DGQA) invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Consulting agencies (“Applicants”) for consulting services as described in Section 5 Terms of Reference of this RFP.

1.2 RFP can be Downloaded from “<https://ddpmod.gov.in>”, <http://eprocure.gov.in/> and [www.dggadefence.gov.in](http://www.dggadefence.gov.in). Any contract that may result from this public procurement competition will be issued for a term till 31 Dec 2025.

1.3 The DDP/DGQA reserves the right to extend the Term or extensions on the same terms and conditions for a period of up to 2 years with a maximum term till 31 Dec 2027.

1.4 Proposals must be received not later than time, date and venue mentioned in the Data Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

1.5 Data Sheet

<u>Clause Reference</u>	<u>Topic</u>
Section 1.1	The name of Client is Department of Defence Production (DDP)/DGQA, Ministry of Defence, Government of India.
Section 1.2	RFP can be Downloaded from <a href="http://eprocure.gov.in/">http://eprocure.gov.in/</a> , <a href="http://www.dggadefence.gov.in">www.dggadefence.gov.in</a> and <a href="https://ddpmod.gov.in">https://ddpmod.gov.in</a> .
Section 1.12	The method of selection is Quality cum Cost Based Selection (QCBS) process
Section 2.9	<p>A pre-Bid meeting will be held at &lt; 1000 hrs on 24 Jul 20 through Video Conferencing &gt; The address and email id of the Nodal Officer is:</p> <p><b>Captain QA (DTIS), Directorate of Quality Assurance (Warship Project) H Block, DHQ Zone, Nirman Bhawan PO Krishna Menon Marg New Delhi-110011 dtis-dqawp@navy.gov.in</b></p> <p>All applicants desirous of attending the Video Conference are requested to forward their willingness and queries by or before &lt; 0900 hrs on 22 Jul 20 &gt; through email. The link to join the Video Conference will be forwarded by email.</p>

<u>Clause Reference</u>	<u>Topic</u>
Section 2.22	EMD of Rs.20,00,000 (Rupees Twenty Lakh only) in the form of Demand Draft OR Bankers Cheque OR Bank Guarantee.
Section 2.40	Proposals must be physically submitted no later than the following date and time: <31 Aug 20 by 1200hrs > in Tender Box kept at Gate No 1, H Block at following address  <b>Captain QA (DTIS),  Directorate of Quality Assurance  (Warship Project)  H Block, DHQ Zone, Nirman Bhawan PO  Krishna Menon Marg  New Delhi-110011</b>  Proposals submitted after <31 Aug 20 by 1200hrs > will not be accepted
Section 2.57	Proposals must remain valid for 300 days from the proposal due date.

## **Project Background**

1.6 Background. Under “Make in India”, the Government has accorded high priority to development of manufacturing base of Defence and Aerospace sectors in the country so as to reduce dependence on imports. Towards this, Government has announced establishment of Defence Industrial Corridors (DICs) in Uttar Pradesh and Tamil Nadu. Several other initiatives like Revised Make-II procedures, Innovations for Defence Excellence (iDEX) and Defence Investors Cell have been created with an aim to provide an eco-system to foster innovation and technology development and encourage Indian industry to invest in Aerospace and Defence sectors.

1.7 Objective of the Scheme. One of the main impediments for domestic defence production is lack of easily accessible state-of-the-art testing infrastructure. Defence Testing Infrastructure is often capital intensive requiring continuous upgradation and it is not economically viable for individual defence industrial units to set up in-house testing facilities. The Scheme aims at setting up of Greenfield Defence Testing Infrastructure (required for defence and aerospace related production), as a common facility under private sector with Government assistance in DICs (priority area) and other industrial clusters. The proposed scheme plans to enhance defence manufacturing industry by creating defence testing infrastructure and addressing quality and certification requirements. The main focus would be to create appropriate infrastructure for development and growth of defence and aerospace industry.

1.8 Aim of Scheme. The aim of the Scheme is to setup 08 Greenfield Defence Testing Infrastructures (DTIs) with a total Grant-in-Aid of Rs 400 crores.

### **Objective for Appointment of Project Consultant (PC)**

1.9 Recognizing the fact that the Scheme require extensive project monitoring and execution efforts, Dept. of Defence Production (DDP/DGQA) proposes to appoint a professional agency that has proven experience in developing, appraisal and monitoring infrastructure projects as Project Consultant (PC) to assist the Department in appraisal, monitoring of projects and implementation of DTIS, right from assessment of Detailed Project Report (DPR) to commissioning of the project.

1.10 DDP/DGQA is envisaged to be supported by a Project Consultant (PC) comprising of subject matter experts and support staff. The prime objective of PC is to provide requisite technical, administrative, managerial and other support for effective planning, implementing, monitoring and evaluation of activities so that the scheme objectives are accomplished, projects are executed and capacities are institutionalized. The PC will also assist in identification of sector-specific infrastructure gaps and the mapping of assets created under the Scheme.

1.11 The PC will work under the administrative control and the PC team leader will report to the designated Director in DDP/DGQA. The services of PC are envisaged for a period of five years till 31 Dec 2025. The agencies selected will be evaluated against suitable criteria, including, but not limited to:-

- (a) Qualifications of personnel.
- (b) Proven skills in the fields of proposed engagement.
- (c) Prior experience of working on Defence related Infrastructure Projects.
- (d) Prior experience in project management.

1.12 The Project Consultant will be selected as per Quality cum Cost Based Selection (QCBS) process.

**All clarifications/ corrigenda and information related to RFP will be published on the following websites ( <http://eprocure.gov.in/> , [www.dgqadefence.gov.in](http://www.dgqadefence.gov.in) and <https://ddpmod.gov.in>).**



## **Section 2. Instructions to Applicants**

### **2.1 Introduction**

2.2 The Client (namely Department of Defence Production (DDP)/DGQA, New Delhi) will select a Project Consultant in accordance with the method of selection specified in the Data Sheet. The Consulting agency's (hereinafter referred to as Applicant) are advised that the selection of Project Consultant shall be on the basis of an evaluation by Client through the selection process specified in this RFP (the Selection Process). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client's decisions are final without any right of appeal whatsoever.

2.3 The Applicants are invited to submit their proposals in two parts namely Technical and Financial Proposals (collectively called as — the Proposal), as specified in the Data Sheet, for the services required for the Assignment. The Proposal will form the basis for grant of work order to the selected Applicant. The Applicant shall carry out the assignment in accordance with the Terms of Reference (TOR) of RFP.

2.4 The Applicant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.

### **2.5 Compliant Proposals / Completeness of Response**

2.6 Applicants are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.7 Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Applicants must:

- (a) Comply with all requirements as set out within this RFP.
- (b) Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
- (c) Include all supporting documentations specified in this RFP

### **2.8 Acknowledgement by Applicant**

- (a) It shall be deemed that by submitting the Proposal, the Applicant has:-
  - (i) made a complete and careful examination of the RFP;
  - (ii) received all relevant information requested from the Client;

- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
- (iv) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (v) acknowledged that it does not have a Conflict of Interest; and
- (vi) agreed to be bound by the undertaking provided by it under and in terms thereof.

(b) The Client shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

## **2.9 Pre-Bid Meeting & Clarifications**

### **2.10 Clarification and amendment of RFP documents**

2.11 Applicants may seek clarification on this RFP document, within seven (7) days of the date of issue of this RFP document. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the Clients email address (mentioned below) and through post to client's office addressed and should be received by the Client prior to the above mentioned period.

**Captain QA (DTIS)  
Directorate of Quality Assurance  
(Warship Project)  
H Block, DHQ Zone, Nirman Bhawan PO  
Krishna Menon Marg  
New Delhi-110011  
Email - dtis-dqawp@navy.gov.in**

2.12 The Client will endeavour to respond to the queries prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website and/or on the Central Public Procurement Portal (CPPP) portal.

2.13 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Client's Official Website and/or CPPP portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.

2.14 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing through email.

The maximum no. of participants from an Applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.15 The Applicants will have to ensure that their queries for Pre-Bid meeting should reach to <Address and email id of the Nodal Officer> by post or email on or before <22 Jul 0900hrs >. The queries should necessarily be submitted in the following format:-

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification

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

2.17 Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

**2.18 Responses to Pre-Bid Queries and Issue of Corrigendum**

(a) The Nodal Officer notified by the DDP/DGQA will endeavour to provide timely response to all queries. However, DDP/DGQA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DDP/DGQA undertake to answer all the queries that have been posed by the Applicants.

(b) At any time prior to the last date for receipt of bids, DDP/DGQA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP Document by a corrigendum.

(c) The Corrigendum (if any) & clarifications to the queries from all Applicants will be posted on the <http://eprocure.gov.in/>, [www.dgqadefence.gov.in](http://www.dgqadefence.gov.in) and <https://ddpmod.gov.in>. and also emailed to all participants of the pre-bid conference.

(d) Any such corrigendum shall be deemed to be incorporated into this RFP.

(e) In order to provide prospective Applicants reasonable time for taking the corrigendum into account, DDP/DGQA may, at its discretion, extend the last date for the receipt of Proposals.

## 2.19 **Key Requirements of the Bid**

### 2.20 Right to Terminate the Process

(a) DDP/DGQA may terminate the RFP process at any time and without assigning any reason. DDP/DGQA makes no commitments, express or implied, that this process will result in a business transaction with anyone.

(b) This RFP does not constitute an offer by DDP/DGQA. The Applicant's participation in this process may result in DDP/DGQA selecting the Applicant to engage towards execution of the contract.

2.21 RFP Document Fees. The RFP documents have been made available to be downloaded without any fee from the website <<https://eprocure.gov.in/>>, "[www.dggadefence.gov.in](http://www.dggadefence.gov.in)" and "<https://ddpmod.gov.in>".

### 2.22 **Earnest Money Deposit (EMD)**

2.23 An Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of PCDA, New Delhi, payable at New Delhi, for the sum of Rs 20,00,000/- (Rupees Twenty Lakhs Only) shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3F.

2.24 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as — [EMD for Appointment of Project Consultant for DTIS} and not to be opened except in the presence of evaluation committee. This envelope shall be delivered to DDP/DGQA in physical form before the Proposal Due Date. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.

2.25 Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicants Earnest Money shall be converted into Performance Security for Part A of the Financial Proposal (Form 4B refers).

2.26 Applicant will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to Client in regard to the RFP without prejudice to Client's any other right or remedy under the following conditions.

(a) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of work order);

(b) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,

(c) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or

(d) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.

## **2.27 Performance Security**

2.28 Performance Security equivalent to the amount indicated in this RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFP/ work order. For the successful Applicant the Performance Security shall be retained by Client until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.

2.29 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

2.30 An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

## **2.31 Preparation of Proposal**

2.32 Cost of preparing the Proposal. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.

2.33 Language. Applicants are requested to submit their Proposal only in English language and strictly in the formats provided in this RFP. In preparing their Proposal, Applicants are expected to thoroughly examine the RFP Document. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.34 Number of Proposals. No Applicant shall submit more than one Proposal.

**2.35 Format of Proposal**

2.36 Technical Proposal. The technical proposal should provide the documents as prescribed in Section 3 of this RFP. No information related to financial proposal should be provided in the technical proposal. Failure to comply with the requirements spelt out above shall lead to Client being entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.

2.37 Financial Proposal. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in Section 4 of this RFP. While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. Applicants shall express the price of their services in Indian Rupees only.

2.38 The Financial Proposal should be a lump sum proposal inclusive of all the costs associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following.-

(a) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), local transportation at the location of deployment, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(b) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only Goods and Services Tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

**2.39 Submission of Proposals**

2.40 The Applicant shall submit their responses in original at the office address on or before the last date and time for receipt of proposals as mentioned in RFP Data sheet. Proposals shall be submitted in one envelope containing following envelopes:-

(a) **Sealed Envelope No. 1 EMD.** The envelope containing only Earnest Money Deposit shall be sealed and super scribed “<Name of Applicant >-EMD for Selection of Project Consultant for DTIS”.

(b) **Sealed Envelope No. 2 : Proposal Pre-qualification Response.** The envelope containing one hard copy shall be sealed and super scribed “<Name of Applicant>- Pre-qualification Response for Selection of Project Consultant for DTIS”. Apart from a hardcopy of Pre-qualification proposal, Applicant would also submit a softcopy of all documents on two non-rewritable CDs.

(c) **Sealed Envelope No. 3 Technical Proposal.** The envelope containing technical proposal shall be sealed and super scribed “<Name of Applicant>- Technical Proposal for Selection of Project Consultant for DTIS”. Apart from one hardcopy of all Technical Proposal documents, Applicant would also submit a softcopy of all the Technical Proposal documents on two non-rewritable CDs.

(d) **Sealed Envelope No. 3 Financial Proposal.** The envelope containing technical proposal shall be sealed and super scribed “<Name of Applicant>- Technical Proposal for Selection of Project Consultant for DTIS”. Apart from one hardcopy of all Financial Proposal documents, Applicant would also submit a softcopy of all the Financial Proposal documents on two non-rewritable CDs.

#### 2.41 **Authentication of Bids**

2.42 The Proposals must be signed by the Authorized Representative (the — Authorized Representative) as detailed below:-

(a) by the proprietor in case of a proprietary firm.

(b) by a partner, in case of a partnership firm and/or a limited liability partnership

(c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.

2.43 The Authorized Representative’s authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal. (Pre Qualification Proposal - Form 3E).

#### 2.44 **Due Date for Submission**

2.45 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission,

and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspect.

2.46 The Application or its modifications must be submitted at the office address no later than the deadline mentioned in the data sheet, or any extension to this deadline. Applications submitted by either facsimile transmission or telex shall not be accepted.

2.47 Client may, at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.13, uniformly for all Applicants.

2.48 No proposal shall be accepted after the closing time for submission of Proposals. After the deadline for submission of proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP, Technical and Financial Proposals shall remain sealed.

2.49 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address for Proposal submission. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

## **2.50 Deviations**

2.51 The Applicant may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the Applicant would not be allowed to withdraw the deviation submitted.

2.52 The Consultancy 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.

## **2.53 Evaluation process / Selection procedure**

(a) DDP/DGQA will constitute a Consultancy Evaluation Committee to evaluate the responses of the Applicants

(b) The Consultancy Evaluation Committee constituted by the DDP/DGQA shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

(c) The decision of the Consultancy Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.



(d) The Consultancy Evaluation Committee may ask for meetings with the Applicants to seek clarifications on their proposals

(e) The Consultancy Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

(f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### **2.54 Tender Opening**

2.55 The Proposals submitted up to <1200hrs> on <31 Aug 20> will be opened at <time and date which will be intimated later> by <Nodal Officer> or any other officer authorized by DDP/DGQA, in the presence of those Applicants or their representatives who may wish to be present at the time of opening.

2.56 The representatives of the Applicants should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

#### **2.57 Tender Validity**

2.58 The offer submitted by the Applicants should be valid for minimum period of <300> days from the date of submission of Tender.

#### **2.59 Tender Evaluation**

(a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;

- (i) Are not submitted in as specified in the RFP document.
- (ii) Received without the Letter of Authorization (Power of Attorney)
- (iii) Are found with suppression of details
- (iv) With incomplete information, subjective, conditional offers and partial offers submitted
- (v) Submitted without the documents requested in the checklist
- (vi) Have non-compliance of any of the clauses stipulated in the RFP
- (vii) With lesser validity period

(b) All responsive Bids will be considered for further processing as below. DDP/DGQA will prepare a list of responsive Applicants, who comply with all the

Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

## 2.60 **Criteria for Evaluation**

2.61 As part of the evaluation, the Pre-Qualification Proposal (Form 3A – 3E) submitted shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal (Form 3G-3J) submission, for Applicants who meet the Minimum Qualification Criteria (—Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

2.62 Responsiveness of Proposal. Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if it meets the criteria given in the following paragraphs.

2.63 Pre-qualification Stage. The client will satisfy itself that the applicants meets the minimum qualifications prescribed before evaluating technical and financial proposals.

### 2.64 Technical Proposal Stage

- (a) the Technical Proposal is received in the form specified in this RFP;
- (b) it is accompanied by the Earnest Money Deposit as specified in this RFP;
- (c) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (d) it does not contain any condition or qualification; and it is not non-responsive in terms hereof.

### 2.65 Financial Proposal Stage

- (a) The Financial Proposal is received in the form specified in this RFP;
- (b) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (c) it does not contain any condition or qualification; and
- (d) It is not non-responsive in terms hereof.

2.66 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

## 2.67 Pre Qualification Criteria.

2.68 As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria given below. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

SI	Minimum Qualification Criteria	Document
(a)	Applicant should be a registered firm/company/partnership in India involved in consulting/advisory business operations for a minimum of 3 years, as on 1 <sup>st</sup> Jun 2020	Form 3B
(b)	Applicant should not be black listed by any Central / State Government / Public Sector Undertaking in India.	Form 3B
(c)	Applicant must have an average revenue from consulting services of Rs. 20 crore and above in the last three financial years (2016-17, 2017-18 and 2018-19). (A certificate from Chartered Accountant should be submitted).	Form 3C
(d)	Applicant should have handled at least one project/scheme in infrastructure sector with Government as project management/monitoring consultant in any one of the last three years	Form 3D

## 2.69 Technical Evaluation.

2.70 The Evaluation Committee appointed by the Client will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points/marks system. If required, the Client may seek specific clarifications from any or all Agency(ies) at this stage.

2.71 The Technical Proposal will be evaluated on the basis of the Applicants experience, its understanding of the Scope mentioned in the Terms of Reference, proposed methodology and work plan and the qualifications and experience of proposed key personnel. The Key personnel should necessarily include a Project Leader, Infrastructure Expert, Monitoring and Evaluation and Finance experts. Proposal shall include details of the other staff being deputed for the assignment

2.72 Proposal Presentations. Client may invite each Applicant to make a presentation. The purpose of such presentations would be to allow the Applicants to present the key points in their proposals including the proposed resource deployment.

2.73 Each evaluated Proposal will be given a technical score (St) on the basis of the applicant as detailed below. The maximum marks to be given under each of the evaluation criteria are as follows:-

<b>Sl. No.</b>	<b>Evaluation Criteria</b>	<b>Max. Marks</b>	<b>Criteria for mark/point</b>
1.	Experience of providing Project Consultancy (PC) services for infrastructure project / schemes of in Government.	20	(a) Number of project / schemes handled in Government of more than Rs 200 crores each Less than 5 projects. - 5 marks 5-10 projects. - 10 marks More than 10 projects. - 15 marks More than 15 projects. - 20 marks  (b) Number of project / schemes handled in Government of less than INR 200 crores each– Less than 5 projects. - 2 marks 5-10 projects. - 3 marks More than 10 projects. - 5 marks Max Marks for SI (a) & (b) limited to 20
2	Previous experience of applicant in infrastructure project appraisal in India and abroad	12	Number of infrastructure projects appraised Less than 5 projects. - 5 marks 5-10 projects. - 9 marks More than 10 projects. - 12 marks
3	Experience of monitoring implementation of infrastructure projects as Project Management/ Monitoring Agency	13	Number of Government infrastructure projects for which engaged as 'Consultant'. Less than 5 projects. - 5 marks 5-10 projects. - 9 marks More than 10 projects. - 13 marks
4	Presence of applicant at regional level	10	No of Offices (Max marks limited to 10). 1 mark for each registered office at a regional level (for eg East, West, North, South, Central, NER, etc)
5	Financial strength of the firm	15	Average turn over last three financial years in Consulting Business 20-40 crores - 5 40-80 crores - 10 80 crores and above - 15
6	Qualification of Key Personnel	30	Marks will be awarded only in respect of the CVs furnished of the proposed Key Personnel to be deployed for the project with relevant experience – Please refer table at 2.74 for minimum requirements of Key Personnel. CVs of key personnel with their consent are required to be submitted by the applicant.
	<b>Total</b>	<b>100</b>	

2.74 Requirements for Key Personnel Proposed to be Deployed. The following table provides the requirements for key resource personnel who shall be deployed for this assignment by the selected Applicant and shall be the point of contact for project related activities / tasks for the Client. The minimum team should comprise of the Project Leader, Infrastructure Expert, Finance Expert and Monitoring and Evaluation expert. In case the Client is not satisfied with the performance of any team member, there should be a provision for replacement of that expert.

S.No	Key Requirement	Maximum Marks	Criteria for marking
<b>Project Leader</b>			
1	(i) Should be a graduate with professional qualification in management (ii) Occupied managerial positions for minimum of 10 years in the infrastructure sector out of which at least 5 years are to be in India (iii) Must have handled consultancy projects involving appraisal, execution & monitoring of infrastructure projects for Govt as team leader.		
2	Consultancy projects successfully handled in infrastructure sector as team leader for Govt of India	5	No of projects- 5 and above - 5 Between 3 and 5 - 3 Less than 3 - 1
3	Consultancy projects successfully handled in infrastructure sector as team leader for State Govts	3	No of projects 5 and above - 3 Between 3 and 5 - 2 Less than 3 - 1
4	Handling of other infrastructure projects	2	No of projects 5 and above - 2 Less than 5 - 1
	<b>Total</b>	<b>10</b>	
<b>Infrastructure Expert</b>			
1	(i) Should be a graduate with professional qualification in civil/mechanical/electrical engineering (ii) Occupied managerial positions for minimum of 10 years in the infrastructure sector (iii) Must have been part of consultancy projects involving appraisal and execution of projects in infrastructure sectors for Govt. / other agencies		
2	Experience in infrastructure sector	5	No of years of experience 13 and above - 5 Between 10 and 13 - 4 Less than 10 - 3
3	Consultancy projects involving appraisal of infrastructure projects	3	No of projects .- 5 and above - 3 Between 3 and 5 - 2 Less than 3 - 1
4	Involved in execution of Infrastructure projects completed in the last 10 years	2	No of projects .- 10 and above - 2 Less than 10 - 1

S.No	Key Requirement	Maximum Marks	Criteria for marking
	<b>Total</b>	<b>10</b>	
<b>Finance Expert</b>			
1	(i) Should be a graduate (ii) Having domain knowledge in finance, company law and worked in infrastructure sector in India for a minimum of 10 years		
2	Experience in evaluating financial projects infrastructure sector	3	No of years of experience 13 and above - 3 Between 10 and 13 - 2 Less than 10 - 1
3	Consultancy projects in infrastructure sectors	2	No of projects - 10 and above - 2 Less than 10 - 1
	<b>Total</b>	<b>5</b>	
<b>Monitoring and Evaluation Expert</b>			
1	(i) Should be a graduate (ii) Must have been engaged in project monitoring and evaluation for the last 5 years		
2	Professional work experiences in program monitoring and evaluation.	3	No of years of experience 10 and above - 3 Between 5 and 8 - 2 Less than 5 - 1
3	Use of IT platforms for monitoring projects	2	No of projects - 5 and above - 2 Less than 5 - 1
	<b>Total</b>	<b>5</b>	

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

2.75 Domain Expert. The Agency will identify and shortlist 08 testing infrastructure projects in consultation with the client as per Gap Analysis study (Section 5 Terms of Reference refers). The agency will employ a Domain Expert having knowledge and experience of minimum 10 years in the concerned field in which the test facility is being setup. The expert must have experience involving appraisal and execution of similar projects for Govt. / other agencies.

#### 2.76 **Commercial Bid Evaluation.**

2.77 The evaluation will be carried out in the following manner:-

- (a) The Financial Bids of technically qualified Applicants will be opened on the prescribed date in the presence of Applicant representatives.

(b) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

(c) The Applicant with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Applicants which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Applicants will be evaluated using the following formula: Financial Score of a Applicant (Fn) =  $\{(Commercial\ Bid\ of\ L1 / Commercial\ Bid\ of\ the\ Applicant) \times 100\}$  % (Adjusted to two decimal places)

(d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

(e) The bid price will include all taxes and levies and shall be in Indian Rupees.

(f) Any conditional bid would be rejected

(g) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

## 2.78 Final Selection.

2.79 The final selection of the consultant would be based on QCBS (Quality Cum Cost Based Methodology).

2.80 The technical score (St) would be calculated for each applicant by the client and all the applicants who get at least 60 marks out of 100 in the Technical evaluation would be considered for financial evaluation. Applicants who get a technical score of less than 60 out of 100 would not be considered for the financial evaluation.

2.81 The financial score (Sf) would be calculated through a normalization process where the lowest Applicant would be given 100 marks and scores of all other Applicants would be normalized against this. Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 60:40 (i.e  $0.6 \times St + 0.4 \times Sf$ ). The applicant with the highest weighted score would be awarded the assignment.

## 2.82 Grant of Work Order

2.83 After selection, a Work Order will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 3 (three) working days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly

signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

2.84 Performance Security. The Performance Security will be given separately for Part A and Part B (assignment as defined in Section 5, Terms of Reference) prior to commencing work. The Performance Security will be retained by Client until the completion of the assignment and will be released 60 (Sixty) Days after the completion of the assignment. The Performance Security shall be furnished as per following criteria:-

(a) Part A. The Selected Applicants Earnest Money Deposit shall be converted into Performance Security for Part A assignment (as defined in Terms of Reference).

(b) Part B. The Work Assignment under Part B involves setting up 08 Test Facilities. The Performance Security equivalent to 8.00 (Eight) percent of the Consultancy Cost for setting up each Test Facility as per Part B of Financial Proposal (Form 4B) shall be furnished from a Nationalized/Scheduled Bank, in form of a Bank Guarantee (as per Form 3F). This will ensure that the cost of Performance Security is kept minimal and is submitted only prior to commencing work on each Test Facility.

## 2.85 **Confidentiality**

2.86 Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the work order.

## 2.87 **Contract/Assignment cancellation along with forfeiture of Earnest Money Deposit / Performance Security**

2.88 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.

2.89 Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost



and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

2.90 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the WORK ORDER or the Agreement, if an Applicant or Consulting Agency, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the WORK ORDER or the execution of the Agreement, such Applicant Agency shall not be eligible to participate in any tender or RFP issued by the Client during a period of 1 (one) years from the date such Applicant or consulting Agency, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.91 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them.

2.92 "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the WORK ORDER or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

2.93 save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the WORK ORDER or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the WORK ORDER or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

(a) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(b) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;

(c) "undesirable practice" means establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or having a Conflict of Interest; and

(d) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **2.94 Miscellaneous**

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

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

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

(b) consult with any Applicant in order to receive clarification or further information;

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

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

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

2.98 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consulting Agency, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner available with the Applicant to Client in relation to the assignment shall be the property of Client.

2.99 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## 2.100 Schedule for Selection Process

2.101 The Client will endeavour to follow the following schedule.

Date of issue of RFP	15 Jul 20
Last date for receiving queries/requests for clarification	0900 hrs / 22 Jul 20
Pre-bid meeting	1000 hrs / 24 Jul 20
Client's response to queries/requests for clarification	31 Jul 20
Proposal due date	1200hrs / 31 Aug 20
Opening of pre-qualification proposal	03 Sep 20
Opening of Technical bids of the applicants meeting the pre-qualification criteria	08 Sep 20
Opening of Financial bid	To be intimated separately

### Section 3. Technical Proposal – Standard Forms

<b>Pre-Qualification Proposal (3A-3E)</b>	
Form 3A.	Pre – Qualification Proposal Submission Form
Form 3B.	Self-certification of Operation for minimum 3 years and not being blacklisted
Form 3C.	Format for Pre-Qualification Proposal (Average Annual Turnover of Applicant)
Form 3D.	Format for highlighting relevant experience
Form 3E.	Format for Power of Attorney for Authorized representative
<b>Bank Guarantee</b>	
Form 3F	Format of Bank Guarantee for Earnest Money Deposit
<b>Technical Proposal (3G-3J)</b>	
Form 3G.	Technical Proposal Submission Form
Form 3H.	Profile of the agency
Form 3I.	Format for CV of the professional staff proposed
Form 3J.	Work Plan with Approach and methodology

## Form 3A. Pre-Qualification Proposal Submission Form

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[Location, Date]

To,

**Captain QA (DTIS)  
Directorate of Quality Assurance  
(Warship Project)  
H Block, DHQ Zone, Nirman Bhawan PO  
Krishna Menon Marg  
New Delhi-110011**

### **RFP dated [date] for selection of Consulting Agency for DTIS**

Dear Sir,

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

We are submitting our Proposal as [name of the Applicant] with the following address [ Address for communication]

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

Further.

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consulting Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consulting Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public or private authority nor have had any assignment or contract terminated by any public or private authority for breach on our part.

6. We declare that.

(a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;

(b) We do not have any conflict of interest in accordance with the terms of the RFP;

(c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and

(d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consulting Agency, without incurring any liability to the Applicants.

8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consulting Agency.

9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. 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.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/ employees.

12. We hereby irrevocably waive any right or remedy which we may have at any stage by law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consulting Agency or in connection with the selection process itself in respect of the above mentioned Project.

13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

14. We agree to keep this offer valid for 300 (Three Hundred) days from the PDD specified in the RFP.

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

16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized signature Name and title of signatory Name of Firm Address.

Telephone.

Fax.

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

### **Form 3B. Self-certification of Minimum Eligibility and of not being blacklisted**

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[Location, Date]

Hereby give a certificate that the Consulting Agency is a registered firm and have been in operation for a minimum of 3 years, as on 1<sup>st</sup> Jun 2020. The Consulting agency shall not have been blacklisted by any Central/ State/ Public Sector undertaking in India.

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

Kindly provide supporting documents.



**Form 3C. Format for Pre-Qualification Proposal (Cumulative Annual Turnover of Applicant)**

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<b>SN</b>	<b>Financial years</b>	<b>Revenue from (INR)</b>
1.	2016-17	
2.	2017-18	
3.	2018-19	
	Cumulative Annual Turnover	

**Certificate from the Statutory Auditor**

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

Name of Authorized Signatory Designation.

Name of firm

Signature of Authorized Signatory with Seal of Audit firm

**Note.**

1. In case the Applicant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant with the applicant certifying that it does not have a statutory auditor.

### Form 3D. Format for Highlighting Relevant Experience

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Assignment Name.	Approx. Value of the Assignment
Country. Location within the Country.	Duration of assignment (months).
Name of Client.	Total number of staff-months.
Address of Client.	Completion Date (Month/Year)
Names of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed.	
Narrative Description of Project.	
Description of Actual Services Provided by Your Staff.	

\*Kindly provide supporting document such as assignment/contract/ work order copy etc.

\*Kindly provide satisfactory completion certificate from the client(s).

### **Form 3E. Format for Power of Attorney for Authorized Representative**

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

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

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

For [name and registered address of organization] [Signature] [Name]  
[Designation] Witnesses.

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness]  
[Signature] [Name]

[Designation]

[Address]

**Notes.**

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

**Form 3F. Format of Bank Guarantee for Earnest Money Deposit  
and Performance Security**

BG No.

Date.

1. In consideration of you, Department of Defence Production (DDP)/DGQA, Ministry of Defence, Government of India, H Block, Krishna Menon Marg, New Delhi — 110 011 (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the —Applicant which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consulting Agency for [name of assignment] pursuant to the RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as —RFP Documents), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the —Bank), at the request of the Applicant, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the - Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.

2. Any such written demand made by the Authority stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Applicant to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Authority is disputed by the Applicant 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 Applicant to fulfill and comply with the terms and conditions contained in the RFP Document including without limitation, failure of

the said Applicant to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60(sixty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Applicant, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

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

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

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

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Applicant 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 Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

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

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

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], [designation] of authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes.

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

## Form 3G. Technical Proposal Submission Form

[Location, Date]

**Captain QA (DTIS)  
Directorate of Quality Assurance  
(Warship Project)  
H Block, DHQ Zone, Nirman Bhawan PO  
Krishna Menon Marg  
New Delhi-110011**

### **RFP dated [date] for selection of Project Consultant for DTIS**

Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal (placed at Encl 1) for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant] with the following address [address for communication]

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

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

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consulting Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consulting Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.



5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public or private authority nor have had any assignment or contract terminated by any public or private authority for breach on our part.

6. We declare that.

(a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;

(b) We do not have any conflict of interest in accordance with the terms of the RFP;

(c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and

(d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consulting Agency, without incurring any liability to the Applicants.

8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that 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.

10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/ employees.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consulting Agency or in connection with the selection process itself in respect of the above mentioned Project.

12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials].

Name and Title of Signatory.

Name of Firm.

Address.

Telephone.

Fax. e-mail.

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

**Encl 1**:- Technical Proposal

**TECHNICAL PROPOSAL**

1. The Proposal will be given a Technical Score (St) on the basis of the following details supplied by the applicant (*particulars in italics to be filled by applicant*) as detailed below:-

<b>Sl. No.</b>	<b>Evaluation Criteria</b>	<b>Max. Marks</b>	<b>To be Filled by Applicant</b>	<b>To be Filled by Client</b>
1.	Experience of providing Project Consultancy (PC) services for infrastructure schemes of similar nature in Government.	20	(a) <i>Number of schemes handled in Government of more than Rs 200 crores with details of the Projects (Sl, Project Details, Year Awarded, Project Cost)</i>  (b) <i>Number of schemes handled in Government of less than INR 200 crores (Sl, Project Details, Year Awarded, Project Cost)</i>	
2	Previous experience of applicant in infrastructure project appraisal in India and abroad	12	<i>Number of infrastructure projects appraised for Government (Sl, Project Details, Year Awarded, Project Cost)</i>	
3	Experience of monitoring implementation of infrastructure projects as Project Management/ Monitoring Agency	13	<i>Number of Government infrastructure projects for which engaged as 'Consultant' (Sl, Project Details, Year Awarded, Project Cost)</i>	
4	Presence of applicant at regional level	10	<i>No. of regional offices with details.</i>	
5	Financial strength of the firm	15	<i>Average turn over last three financial years</i>	
	<b>Total</b>	<b>70</b>		

2. Qualification of Key Personnel. CVs of key personnel with their consent are required to be submitted by the applicant. The minimum team should comprise of the

Project Leader, Infrastructure Expert, Finance Expert and Monitoring and Evaluation expert. The following details of key personnel is to be submitted:-

S.No	Key Requirement	Max Marks	To be Filled by Applicant	To be Filled by Client
<b>Project Leader</b>				
1	(i) <i>Should be a graduate with professional qualification in management (professional qualification to be filled)</i> (ii) <i>Occupied managerial positions for minimum of 10 years in the infrastructure sector out of which at least 5 years are to be in India (list of appointments to be given)</i> (iii) <i>Handled consultancy projects involving appraisal, execution &amp; monitoring of infrastructure projects for Govt as team leader (consultancy projects details to be given)</i>			
2	Consultancy projects successfully handled in infrastructure sector as team leader for Govt of India	5	No of projects (Sl, Project Details, Year Awarded, Project Cost)	
3	Consultancy projects successfully handled in infrastructure sector as team leader for State Govts	3	No of projects (Sl, Project Details, Year Awarded, Project Cost)	
4	Handling of other infrastructure projects	2	No of projects (Sl, Project Details, Year Awarded, Project Cost)	
	<b>Total</b>	<b>10</b>		
<b>Infrastructure Expert</b>				
1	(i) <i>Should be a graduate with professional qualification in civil/mechanical/electrical engineering (professional qualification to be given)</i> (ii) <i>Occupied managerial positions for minimum of 10 years in the infrastructure sector (list of appointments to be given)</i> (iii) <i>Must have been part of consultancy projects involving appraisal and execution of projects in infrastructure sectors for Govt. / other agencies (consultancy projects details to be given)</i>			
2	Experience in infrastructure sector	5	No of years of experience	
3	Consultancy projects involving appraisal of infrastructure projects	3	No of projects (Sl, Project Details, Year Awarded, Project Cost)	
4	Involved in execution of Infrastructure projects completed in the last 10 years	2	No of projects. (Sl, Project Details, Year Awarded, Project Cost)	

S.No	Key Requirement	Max Marks	To be Filled by Applicant	To be Filled by Client
	<b>Total</b>	<b>10</b>		
<b>Finance Expert</b>				
1	(i) <i>Should be a graduate (professional qualification to be given)</i> (ii) <i>Having domain knowledge in finance, company law and worked in infrastructure sector in India for a minimum of 10 years (list of appointments and consultancy projects details to be given)</i>			
2	Experience in evaluating financial projects in infrastructure sector	3	<i>No of years of experience</i>	
3	Consultancy projects in infrastructure sectors	2	<i>No of projects - (SI, Project Details, Year Awarded, Project Cost)</i>	
	<b>Total</b>	<b>5</b>		
<b>Monitoring and Evaluation Expert</b>				
1	(i) <i>Should be a graduate (professional qualification to be given)</i> (ii) <i>Must have been engaged in project monitoring and evaluation for the last 5 years (list of appointments and consultancy projects details to be given)</i>			
2	Professional work experiences in program monitoring and evaluation.	3	<i>No of years of experience</i>	
3	Use of IT platforms for monitoring projects	2	<i>No of projects - (SI, Project Details, Year Awarded, Project Cost)</i>	
	<b>Total</b>	<b>5</b>		

## Form 3H. Profile of Agency

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[Location, Date]

Brief Profile of Applicant (in one page) with its address for communication in all forms. Any other information to highlight the capability of the applicability. In addition to overall experience of the applicant, details of specific consultancy projects/studies undertaken may be provided including Assignment / project name, description of services provided, approximate value of assignment, country & location, duration of assignment, name of client, starting & completion dates, names of associates (other than employees), if any.

Number of offices with locations in India are also to be indicated.

**Form 3I. Format for CV of the Professional Staff Proposed**

Name				
Position				
Date of Birth				
Education				
Employment Record	From	To	Company	Position held
Brief Profile				
Countries of Work Experience				
Languages				
Work undertaken that illustrates the capability to handle the task assigned	Year	Location	Client	Position held
				Main functions

**Certification**

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

Signature of staff member/  
Authorized signatory

Date & Place

## **Form 3J. Work Plan with Approach and Methodology**

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Provide here details of.

1. Detailed Approach and methodology.
2. Work Plan- Activity schedule and deliverables at various stages of the consultancy while keeping in view the time for approval, identification of resources personnel, data points etc. Critical areas have to be identified for progress to be ensured as per work plan.
3. Team size along with the profile of work to be undertaken by the team members. The team should be well augmented, as there may be requirement of visiting other States/UTs in a restricted timeframe for collecting the inputs related to setting up Test Facilities.



## Section 4. Financial Proposal – Standard Forms

Form 4A. Financial Proposal Submission Form

Form 4B. Financial Proposal

Form 4A. Financial Proposal Submission Form

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[Location]

[Date]

**Captain QA (DTIS)  
Directorate of Quality Assurance  
(Warship Project)  
H Block, DHQ Zone, Nirman Bhawan PO  
Krishna Menon Marg  
New Delhi-110011**

Dear Sir,

**Subject. Services for [name of assignment].**

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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

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

Yours Sincerely

Authorized Signature [In full and initials].

Name and Title of Signatory.

Name of Firm.

Address.

## Form 4B. Financial Proposal

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### 1. PART A

<u>Sl</u>	<u>Item</u>	<u>Amount in Words</u>	<u>Amount in figures</u>
A	Preparation of Gap Analysis Study + Web Portal for Project Monitoring		
B	Goods and Services Tax (GST)		
C	Total cost of Financial Proposal (including Goods and Services Tax)		

### 2. PART B

<u>Sl</u>	<u>Item</u>	<u>Amount in Words</u>	<u>Amount in Figures</u>
A	Consultancy Cost for Setting up One Test Facility		
B	Consultancy Cost for Setting up Eight Test Facility	_____ X Eight	_____ X 8
C	Goods and Services Tax		
D	Total cost of Financial Proposal (including Goods and Services Tax)		

The L1 has to be selected on the basis of Part A (SI No A) + Part B (SI No B) with Part A (SI No A) not exceeding 15% of total cost of Financial Proposal for Part B (SI No B).

The Consultancy Cost for setting up Test Facilities (Part B (SI No A)) will be paid as per stage payment plan given at Para 3.41 Page 61 as per actual progress made on the individual test facilities.

Goods and Services Tax would be payable at the applicable rates as may be in force from time to time.

The cost of financial proposal shall be all inclusive including of any stationery, telephone expenses, infrastructure requirements such as of space, laptops, data cards, etc as may be required by any of the resources deployed.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the applicant to be compensated and the liability to fulfil its obligations as per the Scope of Work/ Terms of Reference within the total quoted price shall be that of the applicant.

For Financial Evaluation, the total fee for the Applicant for undertaking services/work as detailed in the Terms of Reference/Scope of Work.

## Section 5. Terms of Reference

The Applicant is to assist the Client in the implementation of DTIS as per the guidelines of the scheme (available on the website of "[www.dggadefence.gov.in](http://www.dggadefence.gov.in)" and "<https://ddpmod.gov.in>"). The Project Consultant (PC) is to :-

1. Provide requisite technical, administrative and managerial support for effective appraisal, implementing, monitoring and evaluation and setting up of 08 Defence Testing Infrastructure Projects so that the scheme objectives are accomplished.
2. Declare any conflict of interest for each project in advance.
3. Duration of the engagement of the consulting agency would be for 5 years upto 31 Dec, 2025. The Scope of Work to be carried out by the Consultant has been divided into two parts as given below:-

### **Part A - Gap Analysis Study and Web Portal**

4. **Gap Analysis Study of Test Facilities Required.** The Consultant is required to conduct a high level Gap Analysis Study of Test Facilities required in the Defence and Aerospace Sectors as per following terms of reference:-

- (a) To assess the existing test facilities available in India in terms of adequacy and requirements of the Indian industry.
- (b) To identify facilities which are not available in India and for which demand exists. The future projections of requirements and technological advancements are also to be taken into account.
- (c) To identify overseas facilities where equipment is being sent for testing. The volume, cost and time taken for such testing is to be taken into account.
- (d) To recommend geographic locations for setting up each DTIs, based on the Aerospace and Defence manufacturing ecosystem, proximity to equipment operational deployment, transportation requirement etc. The Defence Industrial Corridors in UP and TN may be given preference for setting up the DTIs as these are the focus areas.
- (e) Any other relevant factors as per industry /institutional experts.
- (f) The Consultant is required to submit the Gap Analysis Study of Test Facilities Required **within 03 months** of signing of the Work Order.

5. **Web Portal for Project Monitoring.** Develop and maintain a web portal and related Management Information System(MIS) for project monitoring and exchange of information among relevant Stake Holders and for information dissemination. The functional acceptance of the portal shall be obtained from the Client. The portal for the above purposes of the scheme shall maintain details of submissions, appraisals, approvals, financial sanctions, monitoring reports, Utilisation Certificates and

Completion of projects. Improvements, if any suggested by the clients should be included in the MIS. The portal should be made functional **within 6 months** of signing of the Work Order.

### **Part B - Setting Up Test Facility.**

6. **Identify Test Infrastructure Deficiencies.** Map the sector specific test infrastructural deficiencies related to defence and aerospace sector as per Gap Analysis study. Identify and shortlist 08 testing infrastructure projects in consultation with the client which will meet the industry's testing requirements.

7. **Conclusion of Contract with Implementation Agency.** Each Test Facility will be setup through a Special Purpose Vehicle (SPV), hereinafter referred to as the Implementation Agency. The eligibility criteria, role, financial assistance, selection process of the Implementation Agency is given in the Scheme Guidelines. The following procedure will be required to be followed for conclusion of Contract with different Implementation Agencies for setting up the 08 Test Facilities:-

- (a) Assist the Client in preparing the EoI and RFP for each Test Facility.
- (b) Assist the Client in examining all project applications (including enquiries/ incomplete applications) received, identify gaps in information and submit its findings within 7 working days.
- (c) **Detailed Project Report (DPR).**
  - (i) Examine funding sources and documents submitted for achieving financial closure.
  - (ii) Undertake demand forecasts, technical feasibility and growth projections of project.
  - (iii) Check project for financial viability by examining financial projections and ratios, cash flow projections and commercial assumptions.
- (d) Project Risk Analysis ie. Legal methods including examination of documents furnished/agreements/bonds to be signed etc.
- (e) Input output analysis on identified parameters like employment, technology being adopted, equipment to be procured etc for the specific projects.
- (f) Review of Operating & Maintenance arrangements proposed specifically for its adequacy, financial arrangement and sustainability.
- (g) Examine the modalities for calculation of User Charges for testing proposed to be levied by the Implementation Agency (SPV).

(h) Study legal aspects of the product for which testing infrastructure is being developed.

(i) Conclusion of Contract with Implementation Agency.

8. **Project Monitoring**. To carry out Project Monitoring so that the Test Facilities are set up and commissioned as per the agreed timelines. The project monitoring and appraisal is to be carried out as follows:-

(a) Preparation of PERT charts and identification of milestones for monitoring each project.

(b) Identify bottlenecks in implementation of each project and suggest remedial actions. Analyse the project timelines and make attempts to pre-empt delays / complications that may arise in implementation of projects.

(c) Ensure all Statutory approvals / clearances have been taken for the Projects.

(d) Scrutinise the Implementing Agency's contractual orders with OEMs so that back end procurement costs (original invoices) can be monitoring. This will ensure that costs are in line with the project valuation given in DPR and the risk of over invoicing can be avoided.

(e) Undertake quarterly site inspections of each approved project through its course of execution to primarily review and monitor physical and financial progress, funds flow to the project, variation, quality of work, compliance to statutes and other requirements.

(f) Review the expected outcomes of the completed projects and quantification in terms of achievement of the service level benchmarks initially proposed.

(g) Assist client in finalisation of agenda for the Defence Testing Infrastructure Screening Committee (DTISC) and present Appraisal Note of each project before the DTISC.

(h) Update the web portal on real time basis on the progress on the project. Provide other need based advisory services to the Department in effective implementation of the scheme.

### **Quarterly Reports**

9. Submit a quarterly report on the number of proposals examined, no. of new proposals presented, no. of site visits done for new and ongoing projects, no. of ongoing projects reviewed and monitored indicating the progress of the projects and corrective measures suggested within the stipulated period. The format for the above quarterly report shall be mutually agreed upon before first payment is due.

## Section 6. Standard Form of Work Order

### **STANDARD FORM OF WORK ORDER FOR APPOINTMENT OF CONSULTING AGENCY**

Between

[Name of Client]

AND

[Name of the Consulting Agency]

[Date]

#### **I. Form of Work Order**

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Work order to undertake [name of assignment]

The Department of Defence Production (DDP)/DGQA, Ministry of Defence, Government of India, H Block, New Delhi- 110011, India, hereinafter referred to as the — Client which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has.

(a) Requested the Consulting Agency to provide certain services as defined in the Terms of Reference attached to this work order (hereinafter called the “Services”); and

(b) The Consulting Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows.

1. The following documents attached hereto shall be deemed to form an integral part of this work order.

Appendix A. Terms of Reference containing, inter-alia, the Description of the Services and reporting requirements (as given in Section 5 of RFP pages 51 to 53),

Appendix B. Cost Estimate

Appendix C. Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the Client and the Consulting Agency shall be as set forth in the work order; in particular.

(a) The Consulting Agency shall carry out the work in accordance with the provisions of the work order; and

(b) Client will make payments to the Consulting Agency in accordance with the provisions of the work order.

**3.1 Commencement, Completion, Modification and Termination of Work Order.**

3.2 Effective Date of Work Order. This Work order shall be effective from the date of issue by the client by the Consulting Agency.

3.3 Commencement Date. The Consulting Agency shall commence Services within fifteen (15) days of the effective date of work order.

3.4 Expiration of Work Order. Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of the Scheme period i.e. 31<sup>st</sup> Dec, 2025.

**3.5 Review and Modification.**

3.6 There shall be an annual review of the services provided by the Consulting Agency. Modification of the terms and conditions of this work order may be done at any stage before the expiration of the work order, including any modification of the scope of the Services or of the work order Price, and may only be made by written agreement between the Parties. An extension of the time period may also be considered accordingly.

**3.7 Force Majeure.**

3.8 Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include

(a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor

(b) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

3.9 A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature

and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

**3.10 No Breach of Work Order.**

3.11 The failure of a party to fulfil any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event.

- (a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- (b) has informed the other party as soon as possible about the occurrence of such an event.
- (c) the dates of commencement and estimated cessation of such event of
- (d) Force Majeure; and
- (e) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

3.12 Neither Party shall be able to suspend nor excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

3.13 Extension of Time. Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or by mutual consent not exceeding a period more than half the period given initially.

**3.14 Termination.**

3.15 Any side (Client or the Consulting Agency) should be able to give notice of 2 months (60 days) for the termination of Project. If the Agency decides to terminate the project, then the Client may encash the Performance Security.

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

- (a) if the Consulting Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) within fifteen (15) days, if the Consulting Agency become insolvent or bankrupt;



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

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

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

(f) within seven (7) days, if the Consulting Agency, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;

(g) if the Client, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days decides to terminate this Work order.

(h) If the Client, is not satisfied with the performance of the Consulting Agency after the annual review of the Services provided.

3.17 The termination of services of Consultant can also be carried out for a specific Project (Test Facility) ie in case of unsatisfactory progress attributable to the Consultant for that Project.

### 3.18 **Payment upon Termination.**

3.19 Upon termination of this Work order, the Client will make the following payments to the Consultants.

(a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;

(b) If the Work order is terminated pursuant to Clause 3.16 a), b), d), e) or f), the Consulting Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Consulting Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

3.20 Disputes about Events of Termination. If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated

on account of such event except in accordance with the terms of any resulting arbitral award.

### **3.21 Intellectual Property.**

3.22 Client to own intellectual property created. All rights to any intellectual property conceived or produced by the Consulting Agency or sub-Consultants or jointly for the Client in the course of performing the Consultancy Services and all services related to but not limited to working papers, material, technology, software, firmware, designs, ideas, reports or other papers (including information that is in electronic form) collected or produced by the Consulting agency for the purpose of providing the Consultancy Services are the property of the Client from the date that property is created or developed and the Consultant waives in favour of the Client any moral rights that the Consultant may have. The Agency may however use the information for its own with due recognition of the Department.

3.23 Ownership. Consulting agency agrees to assign and does hereby assign to the Client all right, title and interest in and to the services provided. All services shall be the sole and exclusive property of the client and Consultant will not have any rights of any kind whatsoever in such services. Consultant agrees, at the request and cost of client, to promptly sign, execute, make and do all such deeds, documents, acts and things as client may reasonably require or desire to perfect the client's entire right, title, and interest in and to any services. Consultant will not make any use of any of the activities mentioned in Appendix A in any manner whatsoever without the client's prior written consent.

3.24 License. In the event that Consulting agency integrates any work that was previously created by the Consultant into any activities mentioned in Appendix A, the Consultant shall grant to, and client is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items.

### **3.25 Obligations of the Consulting Agency.**

3.26 General. The Consulting Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consulting Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or third parties. It will be bound to submit all records related to the scheme at the end of its term.

### **3.27 Conflict of Interest.**

3.28 Prohibition of Conflicting Activities. Neither the Consulting Agency nor their Subconsultants nor the Personnel they shall engage, either directly or indirectly, in any of the following activities.

(a) during the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and

(b) after the termination of this Contact, such other activities as may be specified at the time of completion of the project.

3.29 Representation and Warranty. Consulting agency must represent and warrant to the DDP/DGQA that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

3.30 Place and Equipment. Consulting agency must provide its own equipment, instruments, tools and place of performing the Services, unless otherwise agreed between the Parties.

3.31 Confidentiality. The Consulting Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.32 Documents Prepared by the Consulting Agency to be the Property of the Client. All designs, reports, other documents and software submitted by the Consulting Agency by itself or through sub-consultants pursuant to this work order shall become and remain the property of the Client, and the Consulting Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consulting Agency may retain a copy of such documents and software. Restrictions about the use of these documents and software, if any, shall be imposed by the Client.

3.33 The Consulting agency agrees that all Services will be rendered by it as an independent agency and that this work order does not create an employer-employee relationship between the personnel engaged by the Consulting agency and the Client. The Consulting agency shall have no right to receive any employee benefits provided by the Client to its employees. Consulting agency agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Client in respect of any obligation that may be imposed on the Client to pay any such taxes or resulting from Consulting agency's being determined not to be an independent Consulting agency. This work order does not authorize the Consulting agency to act for the Client as its agent or to make commitments on behalf of the Client.

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

3.35 Non Solicitation of Employees. The Consulting agency will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Client's employees, or contractors for work under this Work order.

**3.36 Obligations of the Client.**

3.37 Assistance and Exemptions. the Client will use its best efforts to ensure that the Consulting Agency is provided access to its information property and personnel as may be reasonably required in order to permit the Consultant to perform the services.

3.38 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

**3.39 Payments to the Consulting Agency.**

3.40 Advance payment will not be considered.

3.41 Stage-wise Payments. Stage Payment will be made on completion of the stage-wise activities and receipt and acceptance of the 'Deliverables' by the Buyer. The payments will be done in stages as under:-

**Part A**

<b><u>Ser</u></b>	<b><u>Activities</u></b>	<b><u>Completion of undermentioned Deliverables</u></b>	<b><u>% of Payment for Part A</u></b>
(a)	Preparation of Gap Analysis Study	Finalisation of Scope of Work of Study. Acceptance of Gap Analysis document (in hard and soft copy) by the Client	80 %
(b)	Web Portal for Project Monitoring	Requirement gathering and finalisation of Web Portal Design. Testing and Functional acceptance of the Web Portal	20 %

## **Part B**

<b><u>Ser</u></b>	<b><u>Activities</u></b>	<b><u>Completion of undermentioned Deliverables</u></b>	<b><u>% of Payment for Setting up 01 Test Facility</u></b>
(a)	Consultancy Cost on Setting up Each Test Facility	Each Test Facility will be Setup in following Stages:-  (i) <u>Conclusion of Contract with Implementing Agency</u> . Will include all activities towards preparation of EoI and RFP, examination of responses and culminating in signing of Contract for setting up Test Facility  (ii) On utilisation of 50% of funds for setting up Test Facility.  (iii) On completion of the Test Facility	30 %  30 %  40 %

3.42 The Consultancy Cost for setting up Test Facilities (Part B (SI No A) + GST, Page 50) will be paid as per stage payment plan given above as per actual progress made on the individual test facilities.

3.43 The Consultant will submit pre-receipted invoices in triplicate for stage payment complete in all respects as per table given at para 3.41 above.

3.44 The Goods and Services Tax shall be paid as applicable.

3.45 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

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

3.47 Payment for Additional Services. For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

3.48 **Arbitration-Settlement of Disputes.**

3.49 Amicable Settlement. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.50 Disputes Settlement. Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30)

days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement to the Joint Secretary and shall be finally settled by Secretary DDP/DGQA.

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

**3.52 Responsibility for Accuracy of Project Documents.**

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

**3.54 Liquidated Damages.**

3.55 If the selected Consultant fails to complete the Assignment, within the period specified under the work order, the Performance Security is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Security and if the agency proceeds to complete the assignment, the Performance Security will need to be buffered and restored to the original value.

**4. Miscellaneous.**

**4.1 Assignment and Charges**

4.2 The Work order shall not be assigned by the Consulting Agency save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever. The Consulting Agency will not assign, sell, transfer, delegate or otherwise dispose of this Work order or any right, duty or obligation under this Work order without the Client's prior written consent.

4.3 The Client is entitled to assign any rights, interests and obligations under this Work order to third parties.

4.4 Indemnity. The Consulting Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly,

(a) the breach by the Consulting Agency of any obligations specified in relevant clauses hereof;

(b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consulting Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;

(c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter). As soon as reasonably practicable after

the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consulting Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consulting Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

4.5 Notices. Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the RFP. The notices shall be deemed to have been made or delivered

(a) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and

(b) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

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

4.7 Professional Liability Insurance. Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

#### **4.8 Performance Security.**

4.9 The Consultant shall prior to the Commencement Date and as a condition precedent to its entitlement to payment under this Work order, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and

irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order, in the form set out in this work order,

(a) Part A. The Applicants Earnest Money Deposit shall be converted into Performance Security for Part A of the Financial Proposal.

(b) Part B. The Performance Security equivalent to 8.00 (Eight) percent of the Consultancy Cost for setting up each Test Facility shall be furnished separately. The performance security will be in form of a Bank Guarantee, issued from a Nationalized/Scheduled Bank as per format given at Annexure C. The Performance Security will be given for each individual Test Facility prior to commencing work. This will ensure that the cost of Performance Security is kept minimal and is linked only to the number of Test Facilities being setup.

4.10 Further, in the event the term of this Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount as given in Para 4.9 above.

4.11 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.}

4.12 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consulting Agency of its obligations under this Work order until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Client will refund to the Consulting Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Consulting Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 60 (Sixty) Days from the date of completion of the services.



#### **4.13 Penalty.**

4.14 Penalty. The selected agency have to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Department which shall be communicated from time to time, the selected agency will have to come up with a solution within a given agreed timeframe failing which 20% will be deducted from the amount payable. The other form of penalty not mentioned in the RFP or work order will be decided by the appropriate authority on case to case basis.

4.15 Replacement of Key Personnel Deployed. Any replacement of key personnel deployed shall not be allowed. In case of unavoidable circumstances which require replacement of key personnel, the agency will take prior written approval of Client and then only carry out replacement of key personnel.

4.16 Any dispute regarding penalty shall be handled as per dispute settlement provision.

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

- (a) the Consultant becomes liable to pay penalty;
- (b) occurrence of any of the events listed in sub-1s (a) through (f) of Clause 3.16;
- (c) any material breach of the terms hereof; and/or
- (d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.
- (e) Non-compliance of mutually agreed time lines/time plan
- (f) For any reasons the project is not completed owing to the faulty delivery/ non-cooperation/ non deliverance by the agency
- (g) For any reason assignment/consultancy is terminated by agency

**\*All conditions of RFP shall be considered to be integral part of this work order.**

## **Annexure A. Form of Bank Guarantee for Performance Security**

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.. Bank Guarantee. Date.

Sir,

In consideration of Department of Defence Production (DDP)/DGQA, Ministry of Defence, Government of India (hereinafter referred as the "Client", which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Consulting Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the Consulting Agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for setting up of [name of assignment] Work order by issue of Client's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consulting Agency, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work/Terms of Reference) (hereinafter called the "Work order" and the Consulting Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consulting Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consulting Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consulting Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Consulting Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the Client and the

Consulting Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consulting Agency and notwithstanding any security or other guarantee that the client may have in relation to the Consulting Agencies liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consulting Agency /the Bank or any absorption, merger or amalgamation of the Consulting Agency /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Applicant Agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in \_\_yyyy format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee. The bank guarantee shall be issued either by a bank

(Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (Scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.