



# INDIA BRAND EQUITY FOUNDATION

a trust established by  
Department of Commerce, Ministry of Commerce & Industry  
Government of India

## REQUEST FOR PROPOSAL

SELECTION OF IT CONSULTING AGENCY  
FOR  
DESIGN, DEVELOPMENT, IMPLEMENTATION AND  
MAINTENANCE OF DGTR WEBSITE ([www.dgtr.gov.in](http://www.dgtr.gov.in))

May 2023

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## DISCLAIMER

1. This RFP Document is neither an agreement nor an offer by India Brand Equity Foundation (*a trust established by Department of Commerce, Ministry of Commerce and Industry, Government of India*) to the prospective IT Consulting Agency intending to participate 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. India Brand Equity Foundation 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 India Brand Equity Foundation 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 India Brand Equity Foundation 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 Consulting Agency 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. India Brand Equity Foundation will not have any liability to any prospective IT Consulting Agency/ 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 India Brand Equity Foundation or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. India Brand Equity Foundation will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Consulting Agency or person upon any statements contained in this RFP.
4. India Brand Equity Foundation will not be responsible for any delay in receiving the proposals. The issuance of this RFP does not imply that India Brand Equity Foundation is bound to select an IT Consulting Agency or to appoint the Successful Applicant, as the case may be, for the services and India Brand Equity Foundation 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. India Brand Equity Foundation also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application or at the CPPP portal, as applicable.
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. India Brand Equity Foundation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. India Brand Equity Foundation 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 to all who submitted RFP Application or at the IBEF and DGTR website, as applicable.

## **SECTION 1: LETTER OF INVITATION**

### **1.1 Background**

India Brand Equity Foundation (IBEF) is a Trust established by the Department of Commerce, Ministry of Commerce and Industry, Government of India. IBEF's primary objective is to promote and create international awareness of the Made in India label in markets overseas and to facilitate dissemination of knowledge of Indian products and services. Towards this objective, IBEF works closely with stakeholders across government and industry.

IBEF is also assisting Directorate General of Trade Remedies (DGTR) in redesigning its official website ([www.dgtr.gov.in](http://www.dgtr.gov.in)).

### **1.2 Objectives**

The RFP has been issued to appoint an IT Consulting Agency to design, develop, implement and maintain the DGTR Website, as per the scope specifically elaborated in Section 5 of this document (the “**Assignment**”). The selection of the successful Applicant i.e. the Consulting Agency will be as per Quality and Cost Based Selection (QCBS) process.

The RFP includes the following Documents:

- 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 form of Agreement

**The RFP document, notices and any clarifications/ corrigenda will be published only on IBEF Website ([www.ibef.org](http://www.ibef.org)) and DGTR Website (<https://www.dgtr.gov.in/>).**

## SECTION 2: INSTRUCTIONS TO APPLICANTS

### 2.1 Introduction

2.1.1 India Brand Equity Foundation (IBEF), New Delhi represented by its CEO (the “**Authority**”) intends to select an IT consulting agency to design, develop, implement and maintain the DGTR Website ([www.dgtr.gov.in](http://www.dgtr.gov.in)). In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Assignment, it may participate in the Selection Process specified in clause 2.13 ‘Data Sheet’ of the RFP as the “Sole Firm” only (the “**Applicant**”). The term Applicant used herein would apply to a single entity. The Bidding as a consortium is not allowed under the scope of this project. The Applicant is advised that the selection shall be on the basis of an evaluation by the Authority or committee(s) constituted by the Authority for this purpose, in accordance with the procedure 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 the Authority’s decisions are final without any right of appeal whatsoever. The Authority after the selection process is complete and the letter of award has been issued will be HOD, DGTR.

2.1.2 The Applicants are invited to submit **Technical and Financial Proposals** (collectively referred to as the “**Proposal**”), as specified in the section 2.5, to deliver the services required for the Assignment. The Proposal will form the basis for award of Assignment to the Successful Applicant as defined in Clause 2.7.1 of the RFP. The Applicant shall carry out the assignment in accordance with the Terms of Reference provided in Section 5.0 of RFP (the “**Terms of Reference**” or “**TOR**”).

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

### 2.1.4 Acknowledgement by the Applicant

(i) It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority by the Applicant;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting the proposal and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it as per prescribed format and in terms thereof.

- (ii) The Authority and/ or its consultant 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 Authority and/ or its consultant.

**2.1.5 Number of Proposals:** No Applicant shall submit more than one Proposal.

**2.1.6 Cost of preparing the Proposal:** Applicants shall bear all costs associated with the preparation and submission of their proposal, 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 Authority, or any other costs incurred in connection with or relating to its Proposal. The Authority is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to grant of Agreement, without thereby incurring any liability to the Applicants.

**2.1.7** Authority requires that the Applicant hold Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Authority and the Project.

**2.1.8** It is the Authority's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/ assignment. In pursuance of this policy, the Authority:

- a) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the Assignment in question;
- b) will declare an Applicant ineligible, either indefinitely or for a stated period of time, from being awarded any contract or Assignment if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the Agreement.

**2.1.9** The Applicant shall submit his proposal in four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively. Original EMD is to be deposited at the address and designated to the person, as provided in the data sheet. The submission of proposal including arrangement and packing of envelopes shall strictly adhere to the manner specified in section 2.5.1.

**2.1.10** Right to reject any or all Proposals:

- (i) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation whatsoever, and without assigning any reasons thereof.



- (ii) Without prejudice to the generality of above, the Authority reserves the right to reject any Proposal if:
  - a) at any time, a material misrepresentation is made or discovered or
  - b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
  
- (iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/ rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **2.2 Clarification and amendment of RFP Documents**

2.2.1 Applicants may seek clarification on this RFP Document, before the date as provided in clause 2.13: Data Sheet of the RFP. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the address as provided in the Data Sheet. Notwithstanding anything contrary to 2.2.2, the Authority will endeavour to respond to the queries prior to the Proposal Due Date.

2.2.2 At any time before the submission of Proposals, the Authority 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. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may at its discretion extend the Proposal Due Date.

2.2.3 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. The conduct of Pre-Bid Meeting shall be followed in accordance with the provisions of section 2.10.

## **2.3 Earnest Money Deposit and Performance Security**

2.3.1 An Earnest Money Deposit (EMD) should in the form of Demand Draft issued from any of the Scheduled Commercial Banks and should be valid for a period of 90 days, in favour of **CEO, India Brand Equity Foundation, New Delhi**, payable at New Delhi, for the sum as provided in the Data Sheet shall be required to be submitted by each Applicant in accordance with section 2.5.1. Exemption as per as per Rule 170 of GFR, 2017 will be applicable.

2.3.2 The Demand Draft in original shall be placed in an envelope and marked as " [EMD for Selection of IT Consulting Agency ....] and not to be opened except in the presence of evaluation committee. Proposals received without the specified Earnest Money Deposit will be summarily rejected.

2.3.3 Authority will not be liable to pay any interest on Earnest Money Deposit. Earnest Money Deposit of Applicants who do not qualify or qualify but not found successful

shall be returned, without any interest, within one month after grant of Agreement to the Successful Applicant or when the selection process is cancelled by Authority. The Earnest Money Deposit of Successful Applicant shall be returned, without any interest upon the Applicant accepting the Agreement and furnishing the Performance Security in accordance with provision of the RFP and Agreement.

2.3.4 Authority will be entitled to forfeit and appropriate the Earnest Money Deposit as loss and damage payable to Authority in regard to the RFP without prejudice to Authority's any other right or remedy under the following conditions:

- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Agreement); or
- (ii) 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; or
- (iii) In case of Successful Applicant, if the Successful Applicant fails to accept the Agreement or fails to provide the Performance Security within specified time limit, or
- (iv) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Authority.

2.3.5 **Performance Security:** A Performance Security equivalent to the amount indicated in the data sheet shall be furnished by the Successful Applicant in favour of DGTR before entering into agreement with Authority in the form of a Bank Guarantee as per format specified in the RFP. The Performance Security shall be retained by Authority until 120 (One twenty) days after the completion of the assignment and shall be released to the applicant thereafter. The Successful Applicant shall be required to submit the Performance Security with validity and claim period complying to above mentioned timelines.

2.3.6 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 or tender and the bar subsists as on Proposal Due Date, would not be eligible to submit a Proposal.

2.3.7 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.

## **2.4 Preparation of proposal**

### **2.4.1 Language and Format**

Applicants are requested to submit their Proposal only in English language and strictly in the formats provided in this RFP.

- 2.4.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFP Document. The Authority will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.4.3 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.
- 2.4.4 Failure to comply with the requirements spelt out above shall lead to Authority 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.
- 2.4.5 The Proposals must be signed by the Authorized Representative as detailed below:
- (i) by the proprietor in case of a proprietary firm;
  - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (iii) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.
- 2.4.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, 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 Authority reserves the right to seek clarifications in case the proposal lacks information on any aspect.
- 2.4.7 Financial proposal

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

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

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

2.4.8 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in Section 4 of this RFP.

2.4.9 Applicants shall express the price of their services in Indian Rupees only.

## 2.5 Submission, receipt and opening of proposals

2.5.1 The Proposal shall be submitted in physical form with sealed covers in the following manner: -

- (a) The Applicant will submit its proposal sealed in 4 separate enveloped marked and containing documents as per following: -

S. No.	Envelope	Document	Marking on Envelope
1.	Envelope 1	EMD	<b>“Earnest Money Deposit</b> for Selection of IT Consulting Agency for DGTR Website”
2.	Envelope 2	Pre-Qualification Proposal	<b>“Qualification Proposal</b> for Selection of IT Consulting Agency for DGTR Website”
3.	Envelope 3	Technical Proposal	<b>“Technical Proposal</b> for Selection of IT Consulting Agency for DGTR Website”
4.	Envelope 4	Financial Proposal	<b>“Financial Proposal</b> for Selection of IT Consulting Agency for DGTR Website”

- (b) All the above 4 envelopes should be packed and sealed into a larger envelope and marked as **“Proposal for Selection of IT Consulting Agency for Design, Development, Implementation and Maintenance of DGTR Website ([www.dgtr.gov.in](http://www.dgtr.gov.in))”**

2.5.2 The Authorized Representative of the Applicant should sign/authenticate EMD Details, Pre-qualification, Technical and Financial proposal. The Authorized Representative’s authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

2.5.3 Due Date for submission:

- a) The Application or its modifications must be submitted no later than the deadline mentioned in the Schedule of selection Process, or any extension to this deadline. The Authority will not accept any Proposal or its modification after the deadline. Applications submitted by any other mode or in a manner other than mentioned in 2.5.1 shall not be accepted.
- b) Authority may, at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.2.1, uniformly for all Applicants.

2.5.4 No proposal shall be accepted after the closing time for submission of Proposals.

## **2.6 Proposal Evaluation**

2.6.1 After the deadline for submission of proposals, envelopes containing EMD and Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The Pre-Qualification Proposal (Form 3A-3G) submitted shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. The Technical and Financial Proposals shall remain sealed until then.

2.6.2 The Technical Proposal shall be opened and evaluated only for those Applicants who are found qualified as per 2.6.1 above. The Technical Proposal (Form 3F-3I) of Applicants who meet the Minimum Qualification Criteria, shall be checked against technical evaluation requirements of the RFP. The Financial Proposal will be opened of only the Applicant(s) found technically qualified as section 5 of the RFP.

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

### **2.6.4 Responsiveness of Proposal**

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

#### **a) Pre-Qualification stage**

It is received by the Proposed Due Date including any extension thereof in terms hereof and accompanied by the Earnest Money Deposit as specified in this RFP. The Authority will satisfy itself that the applicants meet the minimum qualifications prescribed before evaluating technical and financial proposals.

#### **b) Technical Proposal stage**

- (i) The Technical Proposal is received in the form and manner specified in this RFP;
- (ii) It does not contain any condition or qualification; and
- (iii) It is not non-responsive in terms hereof.
- (iv) The proposal qualified as per criteria specified for technical evaluation in section 5 of this RFP.

c) Financial Proposal stage

- (i) The Financial Proposal is received in the form and manner specified in this RFP;
- (ii) It does not contain any condition or qualification; and
- (iii) It is not non-responsive in terms hereof.

The Authority 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 Authority in respect of such Proposals. However, Authority reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Authority will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

- 2.6.5 In case an Applicant does not fulfill the Criteria of any stage, the Proposal of such an Applicant will not be evaluated further.

## **2.7 Grant of Agreement**

- 2.7.1 After selection as per section 5 of the RFP, a letter of Acceptance (LoA) will be issued by the Authority to the Successful Applicant (the “**Successful Applicant**”) and the Successful Applicant shall, within 3 (three) days of the receipt shall sign and return the LoA to the Authority. In the event, LoA duly signed by Successful Applicant is not received by the stipulated date, the Authority 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 Authority on account of failure of the Successful Applicant to acknowledge the LoA, and the next highest-ranking Applicant may be considered.

- 2.7.2 Performance Security: The Successful Applicant shall within 10 days of issue of LoA submit a Performance Security of amount and in the manner as specified in section 2.3.5.

## **2.8 Confidentiality**

Information relating to evaluation of proposals and recommendations concerning grant of the Agreement shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the Successful Applicant has been notified through issue of Letter of Award as 2.7.1.

## **2.9 Corrupt and Fraudulent Practices**

2.9.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority 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 Authority will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit or Performance Security, as applicable, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

2.9.2 Without prejudice to the rights of the Authority under this Clause, hereinabove and the rights and remedies which the Authority may have under the RFP or the Agreement, if an Applicant or Consulting Agency, as the case may be, is found by the Authority 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 RFP or the execution of the Agreement, such Applicant Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 1 (one) year from the date such Applicant or consulting Agency, as the case may be, is found by the Authority 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 maybe.

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

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the RFP 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the RFP 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 RFP or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (a) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (b) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (c) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (d) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **2.10 Pre-Bid Meeting**

2.10.1 Pre-Bid Meeting of the Applicants will be convened in offline or hybrid mode at designated date, time and place mentioned in Data Sheet (Clause 2.13) depending on the prevailing circumstances. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant. Applicants intending to attend the Pre-Bid Meeting should inform Authority in writing (email) beforehand.

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

## **2.11 Miscellaneous**

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

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

- (i) 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;
- (ii) consult with any Applicant in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.



- 2.11.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority 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.
- 2.11.4 All Documents and other information provided by Authority or submitted by an Applicant to Authority shall remain or become the property of Authority. Applicants and the Consulting Agency, as the case may be, are to treat all information as strictly confidential. Authority will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner available with the Applicant to Authority in relation to the assignment shall be the property of Authority. The pre-existing and proprietary Intellectual Property Rights of the Applicant shall remain with the Applicant.
- 2.11.5 The Authority reserves the right to make inquiries with any of the previous clients of the Applicant(s), claimed and stated in their previous experience submissions against required criteria of RFP.

## 2.12 Schedule of Selection Process

The Authority will endeavor to follow following schedule: -

S. No.	Activity	Date and Time
1.	Date of issue of RFP	22 <sup>nd</sup> May 2023
2.	Query submission end date	29 <sup>th</sup> May 2023
3.	Pre-bid meeting	31 <sup>st</sup> May 2023
4.	Response to queries/requests for clarification	5 <sup>th</sup> June 2023
5.	Proposal Submission end date	12 <sup>th</sup> June 2023 up to 16.00 hours
6.	Opening of Proposal	12 <sup>th</sup> June 2023 up to 16.30 hours
7.	Opening of Financial Proposal	To be intimated to technically qualified applicants

## 2.13 Data Sheet

S. No.	Reference	Details
1.	Method of Selection	The consulting agency will be selected on Quality and Cost Based Selection (QCBS)
2.	EMD as per clause 2.3.1 & 2.3.2 of	Rs 50,000/- (Rupees Fifty Thousand Only)

	RFP	
3.	Details of Authority	CEO, India Brand Equity Foundation
4.	Validity of Proposal	The proposal of the Applicant shall be valid for 90 (Ninety) days from the Proposal Due Date
5.	Performance Security as per clause 2.3.5 of RFP	10% of the Contract Value
6.	Queries and Clarification	Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is:  Senior Manager, India Brand Equity Foundation Gopal Das Bhawan, 16th Floor, Dr, Barakhamba Rd, New Delhi, 110001 Email: <a href="mailto:pawan.chabra@ibef.org">pawan.chabra@ibef.org</a>
7.	Pre-Bid Meeting	Time of pre bid meeting: 03.00 PM, at the Official Address: India Brand Equity Foundation, Gopal Das Bhawan, 16th Floor, Dr, Barakhamba Rd, New Delhi, 110001
8.	Submission details	Submission of Proposal before 04.00 PM (IST) of the scheduled last date as per 2.12. The proposal will be submitted in a sealed cover as per 2.5.1. The address for submission of physical proposal is:  CEO, India Brand Equity Foundation, Gopal Das Bhawan, 16th Floor, Dr, Barakhamba Rd, New Delhi, Delhi 110001
9.	Currency of Financial Proposal	The applicant to state cost in Indian Rupees only

## 2.14 Currency conversion rate and payment

2.14.1 For the purposes of technical evaluation of Applicants, Rs. 80 (Rupees eighty) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

2.14.2 All payments to the IT Consulting Agency shall be made in INR in accordance with the provisions of this RFP. All exchange rate risks and charges for conversion, if any, shall be borne by the Consulting Agency.

## **2.15 Conflict of Interest**

2.15.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the fair participation of consultant, as specifically elaborated under 2.15.3 and 2.15.4 (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified.

2.15.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.15.3 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(i) the Applicant or Associate (or any constituent thereof) and any other Applicant or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant or Associate, as the case may be) in the other Applicant or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.15.3(i), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Applicant is also a constituent of another Applicant; or

- (iii) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate or has provided any such subsidy, grant, to any other Applicant or any Associate thereof; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (vi) there is a conflict among this, and other consulting assignments of the Applicant (including its personnel and Sub-Consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.15.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (viii) the Applicant or Associate (or any constituent thereof), and any other Applicant, if any, for the Project/Assignment, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the Applicant, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Applicant or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (viii), indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.

2.15.4 An Applicant eventually appointed to provide IT Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction

herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

## **SECTION 3: PRE-QUALIFICATION AND TECHNICAL PROPOSAL – STANDARD FORMS**

### **3.1 Pre-Qualification Proposal (3A-3F)**

- (i) Form 3A: Pre - Qualification Proposal Submission Form
- (ii) Form 3B: Self-certification of Operation for minimum 5 years and not being blacklisted
- (iii) Form 3C: Format for Pre-Qualification Proposal (Average Annual Turnover of Applicant)
- (iv) Form 3D: Format for highlighting relevant experience
- (v) Form 3E: Board Resolution

### **3.2 Technical Proposal (3G-3J)**

- (i) Form 3F: Technical Proposal Submission Form
- (ii) Form 3G: Profile of the agency
- (iii) Form 3H: Format for CV of the professional staff proposed
- (iv) Form 3I: Work Plan with Approach and methodology

**Form 3A: Pre-Qualification Proposal Submission Form**

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[Location, Date]

To

CEO  
India Brand Equity Foundation  
16th Floor, Dr Gopal Das Bhawan, 28, Barakhamba Road  
New Delhi - 110001 INDIA

**RFP dated [date] for selection of IT Consulting Agency for [name of assignment]**

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our 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 Authority 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 IT Consulting Agency for the aforesaid Project.
3. We shall make available to Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Authority 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, that restricts our ability to provide the proposed services.
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 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 Authority or any other public sector enterprise or any government, Central or State; that adversely impacts its ability to provide services as referred under this RFP; and
  - (d) We hereby certify that we have taken steps to ensure that we will not 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 bound neither 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 neither a member of nor do have any Conflict of Interest with other Applicant(s) applying for selection as a Consulting Agency.
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 (including security and integrity) committed by us that restricts our ability to provide services as referred under this RFP and which relates to a grave offence that outrages the moral sense of the community. We further certify that we have not been barred in relation to the professional services performed by us, 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 Proposal that adversely impact its ability to provide the proposed services.
10. We further certify that no investigation by a regulatory authority is pending either against us or against the engagement partner and professionals providing services under this RFP, that restricts our ability to provide the proposed services
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 Authority in connection with the selection of Consulting Agency or in connection with the selection process itself in respect of the above-mentioned Project / Assignment.
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. We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.



14. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
15. The Proposals is being submitted in a separate covers in accordance with provisions of section 2.5.1. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
16. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signatory [in full and initials]

Name and Title of Signatory

Name of Firm:

Address:

Telephone:

Fax:

Email:

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

**Form 3B: Self-certification of not being blacklisted**

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[Location, Date]

I, the undersigned hereby give a certificate that our firm \_\_\_\_\_ is a registered firm and has been in operation for a minimum of 5 years, as on Proposal Due Date. Our firm has not been blacklisted by any Central/ State Government or any Public Sector undertaking in India in relation to the professional services performed by it that adversely impacts its ability to provide services as referred under this RFP.

If at any time it is found out that our firm “ \_\_\_\_\_ ” did not have the capabilities as enumerated above, India Brand Equity Foundation may put the Applicant in blacklist without prejudice to any other civil/ criminal action under the law and rejection of their proposal. Any such findings after the agreement with successful applicant may result in forfeiture of the performance guarantee as a penalty.

[Applicant's Name]

Title

Signature

NOTE: - Kindly provide supporting documents.

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

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<b>S. No.</b>	<b>Financial Years</b>	<b>Total Turnover (INR)</b>
1	2021-22	
2	2020-21	
3	2019-20	

**Certificate from the Statutory Auditor / Chartered Accountant**

This is to certify that [name of company] [registered address] has received the payments shown above against the respective three financial years from the business of providing IT Consultancy and Other Services.

Designation  
Name of firm

Signature of Authorized Signatory and 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
2. Please do not attach any printed Annual Financial Statement

**Form 3D: Format for highlighting relevant experience\***

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Assignment Name:	Approx. Value of the Assignment:
Country: Location within country:	Duration of assignment (months):
Name of Authority:	Total number of staff-months:
Address of Authority:	Completion Date (Month/Year) and reasons for delay, if any, along with supporting documents
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/Agreement copy etc.

\*Kindly provide satisfactory completion certificate from the Authority(s) or self-certification by the Authorized Signatory including partner.

*Request for proposal* – Selection of IT consulting agency for design, development, implementation and maintenance of DGTR website ([www.dgtr.gov.in](http://www.dgtr.gov.in))

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**Form 3E: Board Resolution**

The Applicant should submit a copy of board of resolution in support of the Authorized Signatory including Partner, as per Applicable Laws.

**Form 3F: Technical Proposal Submission Form**

[Location, Date]

To

CEO,  
India Brand Equity Foundation,  
16th Floor, Dr Gopal Das Bhawan, 28, Barakhamba Road  
New Delhi - 110001 INDIA

RFP dated [date] for selection for [name of assignment].

Sir,

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

We are submitting our Proposal as [name of the Applicant] 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 Authority 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 I T Consulting Agency for the aforesaid Project.

3. We shall make available to Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of Authority 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, that restricts our ability to provide the proposed services.

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 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 Authority or any other public sector enterprise or any government, Central or State; that adversely impacts its ability to provide services as referred under this RFP; and
- d) We hereby certify that we have taken steps to ensure that we will not 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 IT Consulting Agency, without incurring any liability to the Applicants.

8. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence (including security and integrity) committed by us that restricts our ability to provide services as referred under this RFP and which relates to a grave offence that outrages the moral sense of the community. We further certify that we have not been barred in relation to the professional services performed by us, 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 that adversely impact its ability to provide the proposed services.

9. We further certify that no investigation by a regulatory authority is pending either against us or against the engagement partner and professionals providing services under this RFP, that restricts our ability to provide the proposed services

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

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

12. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding onus.

13. We agree and undertake to abide by all the terms and conditions of the RFP Document. We remain,

Yours Sincerely,

Authorized Signatory [in full and initials]

Name and Title of Signatory

Name of Firm:

Address:

Telephone:

Fax:

Email:

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



**Form 3G: Profile of the Applicant**

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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 Applicant. 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 Authority, starting & completion dates, names of associates (other than employees), if any.

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

**Form 3H: Format for CV of the professional staff proposed**

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Name	
Position	
Date of Birth	
Educational Qualification	
Employment Record From To Company Position Held	
Brief Profile	
Countries of Work	
Quality of Experience (Years of Experience, type and number of projects)	
Languages	
Knowledge / experience of relevant fields	
Certifications	
Work undertaken that illustrates the capability to handle the task assigned Year: Location: Authority: Positions Held: Main Functions: Activities Performed:	

**Certification**

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

Signature of staff member/Authorized signatory

Date &Place

### **Form 3I: Proposed Approach and Methodology (A&M)**

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Technical approach with methodology and work plan are key components of the Technical Proposal. The Applicant is suggested to present its Technical Proposal divided into the following chapters:

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 is requirement of visiting all States/UTs in a restricted timeframe for collecting the inputs related to consultancy.

#### **SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS**

- 4.1** Form 4A: Financial Proposal Submission
- 4.2** Form 4B: Summary of Costs  
Form 4C: Breakup of Summary of Costs

**Form 4A: Financial Proposal Submission Form**

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[Location, Date]

To

CEO  
India Brand Equity Foundation  
16th Floor, Dr Gopal Das Bhawan, 28, Barakhamba Road  
New Delhi - 110001 INDIA

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 service 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 Signatory [in full and initials]  
Name and Title of Signatory  
Name of Firm:  
Address:  
Telephone:  
Fax:  
Email:  
(Name and seal of the Applicant / Member in Charge)

**Form 4B: Summary of Costs**

<b>Name of the Project</b>	<b>Total Fee Quoted (INR)</b>
<b>Selection of IT Consulting Agency for design, development, implementation and maintenance of the DGTR Website</b>	<hr/> <hr/> <b>(both in words and figure) Exclusive of applicable Goods &amp; Service tax and their statutory taxes.</b>
<b>GST (as applicable)</b>	
<b>Total Amount</b>	<hr/> <hr/> <b>(both in words and figure) Inclusive of applicable Goods &amp; Service tax and their statutory taxes.</b>

**Notes:**

- The Applicant is to quote only one fee value i.e. for the total project.
- The total fee for any extensions (if any) will be taken at 5% escalation per year to the fee quoted for the original period. The first escalation will occur only at the end of original contract period and will continue on annual basis thereafter.

**Form 4C: Breakup of Summary of Costs**

**NAME OF THE PROJECT:**

**Selection of IT Consulting Agency for design, development, implementation and maintenance of DGTR Website**

The breakup of financial proposal in accordance with Form 4B is as given below:

<b>Sl. No. (A)</b>	<b>Details of Resource(B)</b>	<b>Total Amount (INR)</b>
1.	Cost for Website Design, Development, Implementation and Launch of <a href="http://www.dgtr.gov.in">www.dgtr.gov.in</a> (X)	
2.	Cost for Maintenance and technical support in the website <a href="http://www.dgtr.gov.in">www.dgtr.gov.in</a> for a period of three years from the date of successful launch of the website. (Y)	
3.	Cost of maintenance and technical support in the website <a href="http://www.dgtr.gov.in">www.dgtr.gov.in</a> for an additional year after successful maintenance for three years (M)	
	<b>Total Cost (X+Y) =</b>	
<b>Amount in Words</b>		

This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses. The Financial proposal is without any condition.

Note: Project cost will include components X and Y only (as mentioned in above table), which will be used in project cost evaluation.

## **SECTION 5: TERMS OF REFERENCE**

### **TABLE OF CONTENTS**

1. Introduction - DGTR
2. Assignment Overview
3. Key Tasks of the IT Consulting Agency
4. Deliverables and Timelines
5. Facilities provided by Authority
6. Payment Terms
7. Minimum Qualification Criteria
8. Technical Evaluation parameters
9. Technical Evaluation
10. Financial Evaluation
11. Combined and Final Evaluation



## **1. Introduction – DGTR:**

The Directorate General of Trade Remedies (earlier known as Directorate General of Anti-dumping and Allied Duties) was named in May 2018 as an integrated single window agency for providing comprehensive and swift trade defence mechanism in India.

Earlier, the Directorate General of Anti-dumping and Allied Duties (DGAD) dealt with anti-dumping and CVD cases, Directorate General of Safeguards (DGS) dealt with safeguard measures and DGFT dealt with quantitative restriction (QR) safeguards. The DGTR brings DGAD, DGS and Safeguards (QR) functions of DGFT into its fold by merging them into one single national entity. DGTR now deals with Anti-dumping, CVD and Safeguard measures. It also provides trade defence support to our domestic industry and exporters in dealing with increasing instances of trade remedy investigations instituted against them by other countries. DGTR provides a level playing field to the domestic industry against the adverse impact of the unfair trade practices like dumping and actionable subsidies from any exporting country, by using Trade Remedial methods under relevant framework of WTO arrangements, Customs Tariff Act & Rules and other relevant laws and international agreements, in a transparent and time bound manner.

DGTR functions as an attached office of Department of Commerce, Ministry of Commerce and Industry. It is a professionally integrated organization with multi-spectrum skill sets emanating from officers drawn from different services and specializations.

**2. Assignment Overview:** For the above-mentioned responsibilities, DGTR is required to design, develop, implement and maintain its website as per the following scope of work:

- Development of dynamic website with an easy-to-use Content Management Facility (CMS) on open-source technologies.
- The CMS should be flexible and scalable enough to offer the facility to create menus, sub-menus as per the department's requirements. Please refer below for detailed features and functionalities of CMS.
- Website should comply all 117 points of the GIGW guidelines.
- Website should also comply W3C and WCAG 2.0 'A' & 'AA' Standards.
- Website should be PwDs (person with disability) friendly.
- The website must be designed with latest, Trendy & new fresh look. The website design/ interface should be as per the international standards.
- Website should be Cross Browser & Cross Platform compatible i.e., the website will be cross-device compatible i.e., it should work on devices like mobile, tablets, PCs etc. Website should be built in specific manner so that authorized officials can easily maintain

- the respective content themselves.
- Website should be built with Unicode fonts so no font downloads required in any condition.
- Website should be optimized for Search Engines (Within the website). Website should be built with all basic security provisions.
- Social media sharing buttons should available on the website. Write us/ feedback option should also available on the website.
- Latest /Updates module having Circular, Press Release and Advertisement will be developed on the pattern of any government website.
- FAQ (Frequently Asked Question) option will also be a part of the new website.
- Easy to use and fast load times and access.
- The security audit and STQC Certification have to be conducted.
- The Website will be hosted on NIC server.
- The successful agency/vendor will have to integrate an E-mail/SMS Gateway in the website for event-based reminders/notification/alerts etc. The APIs of this gateway will be provided by the department.
- As per GIGW Guidelines, SSL Certificate will have to be provisioned for. The same has to be proposed by the vendor and integrated into the website. The procurement of SSL certificate will be done by the successful bidder.
- Training will have to be provided for the overall workflow of the developed solution and backend administration to department officials at dept. Headquarters in New Delhi.
- **Advanced Site Search** - Provide an internal site search that:
  1. Users able to sort search results by date, content, title or relevance; users able to filter by type of content and easily apply advanced search techniques, such as Boolean, if desired.
  2. Administrator able to fine tune the search results by using synonyms for common words or terms, and promote pages through the use of keywords. Search functionality that will search web content as well as the contents of files (PDFs, Word Documents, etc.)
- **Website Performance:**
  1. **Conform to Industry Standards:** Website Response time, latency, CPU utilization,

Memory usage, Network usage, CIA (Confidentiality, Integrity and Availability), Recoverability etc., should conform to the Industry Standards.

2. **Optimization:** of Website, from time to time, for better performance, based on website analytics.
3. **Monitoring and Maintaining:** Website speed, sign up process, navigation links etc.
4. **Page Load Time:** Web Pages load on an average of 1.5 seconds or less.
5. **System Uptime Guarantee:** The hosting platform should have a guaranteed uptime of 99.9%.
6. **Disaster Recovery:** Business Continuity Plan (BCP), in the event of any outage impacting the primary data center, the hosting solution must have a disaster recovery or backup data center where our website visitors will continue to be able to access our site.

### **Dynamic Content Management System (CMS)**

The features of the proposed CMS should be as follows: -

- **Dynamic menus:** Menus and submenus should be created based on the page-tree as pages are added and subtracted. These should be styled entirely through CSS and stored in database.
- **Audit Trail:** Administrators should have access to one log in the backend or individual logs of each page where user can view from which ever place the website is viewed with daily reports.
- **User Privileges:** An administrator can grant as little or as much control to content editors or groups as needed to other controlling accounts, which means if a user has to update any section, for example Reports section, then user can modify only Reports section. All other sections should appear disabled to that user.
- **CSS Styled Content:** All aspects of the core functionality should be styled on the website. Most extensions should be styled through CSS.
- **Minimal Training Required:** Editing content should be as easy as editing the Microsoft word.

## **Other Important Modules of the Website: -**

### **1. Circulars & Notifications/Public Notices/Press Release:**

#### 1.1. Website User Functionality

- Users will be able to view circulars with date.
- Each title will have on click detail page or .pdf.

#### 1.2. Website Administrator Functionality

- Admin will be able to add/edit/delete circulars
- Admin will be able to manage on-click page of the circulars.
- Admin will be able to do archival of the content as & when required

### **2. Tenders Notifications:**

#### 2.1. Website User Functionality

User will view the Tender Notifications & Tender Documents in a list with the following fields:

S. No.	Title Tender Reference No. Provided by CPPP	Date of Pre-bid meeting	Last Date of Submission of bid	Address and any comment	Concerned Officer email/contact no.
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User will be able to view / download tenders published (PDF) by clicking on the Tender document file name under the field "Title". User will be able to download the corrigendum against any tender

#### 2.2. Website Administrator Functionality

- Website administrator will be able to add / edit / delete the Tender Notification or Document etc.
- Website Administrator will be able to upload a corrigendum/addendum against any tender.
- Admin will be able to set date for the auto publish the content onto the website
- Admin will also be able to set date for the auto expiry and auto archival of the content.

### **3. Photo Gallery:**

#### **3.1. Web Portal User Functionality**

- In this module department will get different categories of photo.
- Once a user will enter into any category, list of photos will be shown with thumbnails under the main photo gallery viewer.
- Once he clicks on the thumbnail, he will be shown its larger image
- Each photo will have details like – photo title and description on the website
- The text will appear under the photo gallery viewer

#### **3.2. Web Portal Administrator Functionality**

- The admin will be able to add/edit/delete photo.
- The admin will be able to manage images & category of images.
- Admin will also be provided with the option of uploading photos in bulk also.

### **4. Video Gallery**

#### **4.1. Web Portal User Functionality**

- This section will provide video gallery feature on the website.
- The user will be able to browse through all the category of videos.
- The users can access default features of video player to play/pause video on the website.

#### **4.2. Web Portal Administrator Functionality**

- The admin will have the ability to assign categories for videos.
- The admin will have the ability to add, edit and delete the video categories.
- The admin will be able to share link of videos which are uploaded on YouTube Official page of department.
- Department's YouTube Channel videos will be managed by the Department.
- Vendor will only be responsible to link in to the website video gallery.

### **5. Latest News/ News & Announcements Module:**

#### **5.1. Website User Functionality:**

- User will view the What's New/ News/ Circular/Office Orders/ Events in the following manner:
  - a. Latest.
  - b. Archive
- User will be able to download News/ Circular/ Office Orders/ Events published (PDF) on the website by clicking on a particular Circular/Orders.

## 5.2. Website Administrator Functionality

- Website administrator will be able to add / edit / delete the entries pertaining to Latest News/ Latest Event.
- Admin will also be able to set date for the auto archival of the content.

## 6. Latest Events

### 6.1. Website User Functionality

- The website visitors should be able to view the events in a graphical format showcasing snapshot, co-ordinates, timings etc.

### 6.2. Website Administrator Functionality

- The website administrator would be able to edit/ delete/ modify/ remove/ add the events through the back-end administration

## 7. Archives Management:

### 7.1. Website User Functionality

- In this section in drop-down category of Archives will be shown.
- Selecting on a category from the list, particular section should be displayed.

### 7.2. Website Administrator Functionality

- The admin will have the ability to add and delete the Archive Category
- The admin will have the ability to move the module data into Archives section where archival facility is provided.
- Admin will be able to delete data from Archives.
- Provision of Trash Section from where files accidentally deleted can be recovered.

## 8. Feedback Management

This module would help the user to submit any comments/feedback regarding the

website under different categories.

## 9. Important Links

This would contain the external links to the websites of related organizations

## 10. Links to Social Media Pages

This module would contain the links to various social media pages of the department like: -Twitter, Facebook etc. The department wants to patch real-time feeds of the social media pages on the homepage of the website.

Key Points:

- Network level security, traffic to be encrypted using secured connectivity.
- Continuity measures, risk management plan for the continuity of services and data backup policy.
- Functional Requirement Documentation to be provided.
- Performance Testing, Security Testing & Usability Testing.
- Overall Integration, User acceptance testing & Go-Live.
- Handover, guidance and training to DGTR to make design changes, to update content and to maintain the proposed solution.
- CMS must have simple workflow and publishing controls
- CMS should have simple and easy administration.
- CMS must have Search Engine friendly attributes.
- CMS must have security features.
- CMS must have robust content templates.
- CMS must support detailed analytics for each section of the website.
- Comprehensive SEARCH functionality on homepage as well as each section of the website.
- Auto archival mechanism to maintain the archived documents with proper classification and auto archival system.
- Role/Level based access to users for content updates.
- Audit trails of the documents hosted on the website should be maintained and should be accessible to the administrator as and when required.
- Content of each section should be sharable by the user on multiple platforms such as Facebook, Twitter, WhatsApp, Email etc.
- Training to DGTR staff on overall workflow of the developed solution and backend administration functions should be provided.

**NOTE:** The list of modules is only indicative in nature and the actual work may vary. Changes as and when required on the website will be the responsibility of

the successful bidder. The successful bidder is expected to bring more ideas to these sections based on experiences and international standards. Moreover, the successful bidder shall need to incorporate the ideas suggested by the DGTR from time to time.

**B. Technology Landscape**

The department wishes to develop its website using open-source technology, preferably PHP based content management system. The bidders should necessarily propose the full technology stack in their proposals.

**C. Timelines for Completion of Work**

The department wishes to make their website Go-Live in approximately 3 months with CERT-In Certification. STQC Certification, which is a must for the department as per government's mandate should be available within 1.5-2 months after Go-Live of the website.

Although, bidders are required to quote their own timelines, it is imperative from DEPARTMENT perspective that project gets signed off within 5 months (incl. all certifications and handholding)

**D. Payment Terms**

Bidders are required to quote the same as part of commercial proposals in NICSI format and the same shall be subject to scrutiny by the department during proposal evaluation stage.

**E. Hosting**

The website has to be hosted on NIC Cloud (Meghraj). The indicative hardware specifications and other technical requirements may be intimated to the department.

**F. Warranty/Maintenance**

The support (i.e. warranty, annual maintenance and technical support) to be provided for the website will be as per the terms and conditions of the NICSI empanelment. The successful bidder will be expected to ensure par-excellence performance of the DGTR website and make changes as per the instructions of DGTR. The successful bidder should also bring in international best practices and expertise to improve the performance of the website. The successful bidder is expected to ensure that a responsive team is assigned for this Project that is competent to complete the scope of work.

**3. Key Tasks of the IT Consulting Agency:** The selected IT consulting agency



hereinafter shall be referred as '**Agency**'. The Agency shall broadly carry out the following functions to support the implementation of above listed scope of work:

- The selected IT consulting Agency shall work in close-coordination with DGTR as per the requirements of the DGTR, and under guidance the Monitoring Committee designated by the DGTR. The selected IT consulting Agency (IT CA) will report the progress made during the contract period on monthly basis to the monitoring committee of DGTR.
- Build a Responsive and Bilingual (English and Hindi) website with uniform and user-friendly presentation
- Get clearance of security audit of the website by Department of Electronics and Information Technology (DEITY) empaneled agency
- Create documents including user and technical manuals
- Providing training to the users of the DGTR
- Transfer Source code and other credentials for the website to DGTR.
- Build a Responsive, aesthetically appealing and futuristic design compatible to all hand-held devices and browsers.
- Provide at least three design options/templates need with technical proposal for home as well as inner page of the website. Upon selection, the selected agency will need to provide FRESH designs for website for the committee to choose from. Monitoring Committee of DGTR will reserve the right to choose and finalize the design for the website. Development of the website will start only after the design of the website gets finalized.
- Design must have Search Engine Optimization (SEO) boosting elements/SEO friendly.
- Highly user-friendly information architecture (IA) and clear navigation.
- Website speed optimization.
- Customization of user interface in terms of color, font size and language etc.
- Social Media Integration.
- Development of a customized Content Management System (CMS). Third party CMS will NOT be accepted.
- CMS must be flexible and scalable to accommodate suggested changes/modifications including design and IA, as and when required during contract period.
- Content Migration from existing website. Content optimization including images before migration.
- Scalable: The website shall be able to handle the increased number of users and documents over the time. Moreover, it should be able to accommodate the future scalability requirements. Here, scalability refer to the website ability to handle an

Increasing number of users and data over time without experiencing performance issues or downtime.

- The successful bidder will be expected to attend meetings at DGTR office and ensure that the team deployed for the project is willing to provide on-site support, as and when required.

**4. Deliverables and Timelines:** The Agency will be engaged initially for a period of 39 months. Upon successful completion of the term or depending upon the requirement, the contract may be extended for further duration subject to approval by competent authority.

Following the award of contract, the timelines expected are as follows: The Agency should be able to launch the redesigned website within three months and maintain the website for a period of 36 months after launch of redesigned website.

**5. Facilities provided by Authority**

- Availability of Authority officials / project resources for discussions and deliberations whenever needed.

**6. Payment Terms**

- The payment shall be made to the IT Consultant by Authority subject to the receipt of invoices of work completed after the launch of redesigned website. The invoices for the website maintenance will be paid on quarterly basis. The payment will be made as per the report on achievements made during the period, fulfillment of other terms and conditions (as applicable).

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

S. No.	Minimum Qualification Criteria	Document
1.	The Applicant shall be a Company incorporated under the Indian Companies (Amendment) Act, 2019 or a partnership firm registered under the Limited Liability Partnership Act of 2008 in India. The applicant must have minimum 5 (five) years of business operations in India and a registered office in India, as on 1st April 2022.	Form 3A
2.	Applicant should not be black listed by any Central / State Government / Public Sector Undertaking in India	Form 3B

3.	Applicant must have minimum annual turnover of INR 3 crore from the business of providing IT Consultancy and Other Services during the last 03 years (2021-22, 2020-21, a n d 2019-20	Form 3C
	). (A certificate from Statutory Auditor should be submitted)	
4.	Applicant should have handled at least two IT consultancy projects in design, development, implementation and maintenance of large scale and reputed websites for Central Government / State Governments / PSUs / Government Bodies in the last five years ( <i>i.e. assignments completed on or before 31st March,2017 will not be eligible</i> )	Form 3D
5.	The proposal of the Applicant should be initialed and represented in by a Representative duly authorized by the Applicant to do so. Appropriate documentation in accordance with the RFP shall have to be submitted by the Applicant in support of this requirement.	Form 3E

## 8. Technical Evaluation Parameters

- i. Proposals that fulfil the Minimum Qualification Criteria shall then be evaluated by the Evaluation Committee appointed by the Authority. The evaluation shall be done on the basis of the evaluation criteria and points/marks system presented in the table below. If required, the Authority may seek specific clarifications from any or all Applicants at this stage.
- ii. The Technical Proposal will be evaluated on the basis of the Applicant's relevant experience, key personnel being proposed, its understanding of TOR, proposed methodology and work plan.
- iii. Proposal Presentations: The Authority shall invite each Applicant to make a presentation.
- iv. Each evaluated Proposal will be given a technical score on the basis of the applicant as detailed below. The maximum marks to be given under each of the evaluation criteria are:

S. No	Evaluation Criteria	Score
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*Request for proposal* – Selection of IT consulting agency for design, development, implementation and maintenance of DGTR website ([www.dgtr.gov.in](http://www.dgtr.gov.in))

1	<b>Depth of understanding of <a href="http://www.dgtr.gov.in">www.dgtr.gov.in</a></b>	20
2	<b>Proposed Design (at least 3 design options for homepage and inner page):</b>	
A	Website Design (at least 3 design option for website)	30
3	<b>Proposed CMS: Features and Functionalities</b>	
A	CMS for Website	20
4	<b>Credentials of website design, development and maintenance team</b>	20
5	<b>Agency Credentials</b>	10
	<b>TOTAL</b>	<b>100</b>

## 9. Technical Evaluation

- i. In the first stage, the Technical Proposal of the Applicants shall be evaluated.
- ii. The Technical Proposal will carry maximum marks of 100.
- iii. Only those Applicants who get at least 60 marks out of 100 in the Technical Evaluation (“Eligible Applicant”) would be considered eligible for the second stage of Financial Evaluation.
- iv. Applicant failing in technical evaluation will be declared technically disqualified and their proposal will not be evaluated any further.
- v. The Eligible Applicant(s) shall be ranked in the order of marks (i.e. Technical Score ‘T’) obtained in their Technical Proposal, such that the Applicant having highest marks in the Technical Proposal shall be ranked T1, the Applicant having next highest marks shall be ranked T2 and so on.

## 10. Financial Evaluation

- i. The financial proposal will be opened of only those applicants who have been declared technically qualified under Clause 16 above.
- ii. The financial proposal for the technically qualified Applicants will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Financial Proposal(s) found to be not substantially responsive are liable to be disqualified at the Authority’s discretion.
- iii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
  - If there is a discrepancy between words and figures, the amount in words will prevail

- The sum of individual components will be calculated to arrive at the total value of financial proposal, in case of discrepancy between the sum and the stated total in the financial proposal.
- iv. The Financial Score of the technically qualified applicants will be calculated as below: -

$$\text{Financial Score (F)} = \left\{ \frac{\text{Lowest Financial Proposal Value}}{\text{Applicants Financial Proposal Value}} \right\} \times 100$$

#### **11. Combined and Final Evaluation:**

- i. The final selection of the consultant would be based on combined evaluation of technical (T) and financial (F) scores through Quality and Cost Based Selection (QCBS) process, with following weightages allocated to technical and financial scores:
- Technical - 80%
  - Financial - 20%
- ii. A final score of the each technically and financially qualified applicant will be calculated as per following: -
- $$\text{Final Score (FS)} = (80\% \times T) + (20\% \times F)$$
- iii. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.
- iv. The Successful Applicant shall be the first ranked Applicant (H1) (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in this RFP, as the case may be.

**SECTION 6. STANDARD FORM OF CONTRACT**

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**STANDARD FORM OF CONTRACT**

**FOR**

**SELECTION OF IT CONSULTING AGENCY FOR DESIGN,  
DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF DGTR  
WEBSITE**

**Between**

**[Name of Authority]**

**AND**

**[Name of the Consulting Agency]  
[Date]**

The Agreement is entered on \_\_\_\_ day of \_\_\_\_ month of 2022 between

The India Brand Equity Foundation, 16th Floor, Dr Gopal Das Bhawan, 28, Barakhamba Road, New Delhi - 110001 INDIA, hereinafter referred to as the 'Authority' which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns)

AND

A Company / Firm / LLP incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_, hereinafter referred to as the 'IT Consulting Agency' which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns)

WHEREAS.

a) The Authority has requested the Consulting Agency to provide certain services as defined in the General Conditions attached to this Agreement (hereinafter called the "Services"); and

b) The Consulting Agency, having represented to the Authority 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 Authority and IT Consulting Agency hereto hereby agrees as follows:

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

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

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 Authority and the IT Consulting Agency shall be set forth in the Agreement; in particular:

a) The IT Consulting Agency shall perform the services in accordance with the provisions of the Agreement; and

b) Authority will make payments to the IT Consulting Agency in accordance with the provisions of the Agreement.

### **3. Commencement, completion, modification and termination of Agreement**

3.1.1 Effective date of Agreement: This Agreement shall be effective from the date of issue by the Authority or date of receipt of the Agreement by the Consulting Agency.

- 3.1.2 Commencement Date: The Consulting Agency shall commence Services within Seven (7) days of the effective date of Agreement.
- 3.1.3 Expiration of Agreement: Unless terminated earlier pursuant to relevant clauses in this Agreement hereof, this Agreement shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- 3.1.4 Review and Modification:  
Modification of the terms and conditions of this Agreement may be done at any stage before the expiration of the Agreement, including any modification of the scope of the Services or of the Agreement Price, and may only be made by written agreement between the Parties. An extension of the time period may also be considered accordingly.
- 3.1.5 Force Majeure  
Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 3.1.6 No Breach of Agreement: The failure of a party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement 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 Agreement, and
  - b) has informed the other party as soon as possible about the occurrence of such an event.
  - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
  - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Agreement.
- 3.1.7 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.
- 3.1.8 Extension of Time: Any period within which a Party shall, pursuant to this Agreement, 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.



### **3.2 Termination**

- 3.2.1 Any side (Authority or the IT Consulting Agency) should be able to give notice of 2 months for the termination of Project. If the Agency decides to terminate the project, then the Authority will be at liberty to forfeit the Performance Guarantee, if such termination has resulted to continued non-performance of the consulting agency.
- 3.2.2 By the Authority: The Authority may terminate this Agreement, written notice of termination to the IT Consulting Agency, to be given after the occurrence of any of the events specified in this clause:
- a) if the IT Consulting Agency do not remedy a failure in the performance of their obligations under the Agreement, within a period of seven (7) days, after being notified or within such further period as the Authority may have subsequently approved in writing;
  - b) within fifteen (15) days, if the IT Consulting Agency become insolvent or bankrupt;
  - c) if, as the result of Force Majeure, the IT 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 IT 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 IT Consulting Agency submits to the Authority a false statement which has a material effect on the rights, obligations or interests of the Authority. If the IT Consulting Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority;
  - f) within seven (7) days, if the IT Consulting Agency, in the judgment of the Authority has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Agreement;
  - g) if the Authority, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days decides to terminate this Workorder.
  - h) If the Authority, is not satisfied with the performance of the Consulting Agency after the monthly review of the Services provided.
- 3.2.3 Payment upon termination: Upon termination of this Agreement, the Authority 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 Agreement is terminated pursuant to Clause 3.2.2 a), b), d), e) or f), the Consulting Agency shall not be entitled to receive any agreed payments upon termination of the Agreement. However, the Authority 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 Authority. Under such circumstances, upon

termination, the Authority may also impose liquidated damages as per the provisions of relevant clauses of this Agreement. The Consulting Agency will be required to pay any such liquidated damages to Authority within 30 days of termination date.

- 3.2.4 Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3.3 Intellectual Property**

- 3.3.1 Authority to own intellectual property created: All rights to any intellectual property conceived or produced by the IT Consulting Agency or sub-Consultants for the Authority in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Consultant for the purpose of providing the IT Consultancy Services are the property of the Authority from the date that property is created or developed and the Consultant waives in favour of the Authority any moral rights that the Consultant may have. The Agency may however use the information for its own with due recognition of the Department.

### **3.4 Obligations of the Consulting Agency**

- 3.4.1 General:  
The IT 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 IT Consulting Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or third parties. It will be bound to submit all records related to the scheme at the end of its term.
- 3.4.2 Conflict of interest
- 3.4.2.1 Prohibition of Conflicting Activities: Neither the IT Consulting Agency nor their Subconsultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; and

- b) after the termination of this Contact, such other activities as may be specified at the time of completion of the project.
- 3.4.3 Confidentiality: The IT Consulting Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Authority's business or operations without the prior written consent of the Authority.
- 3.4.4 Documents Prepared by the IT Consulting Agency to be the Property of the Authority: All designs, reports, other Documents and software submitted by the IT Consulting Agency by itself or through sub-consultants pursuant to this Agreement shall become and remain the property of the Authority, and the Consulting Agency shall, not later than upon termination or expiration of this Agreement, deliver all such documents and software to the Authority, together with a detailed inventory thereof. The IT 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 Authority.
- 3.4.5 Liability of the Consulting Agency: Subject to additional provisions, if any, in this work order the IT Consulting Agency's liability under this Agreement shall be as provided by the Applicable Law.
- 3.4.6 Professional Liability Insurance: IT Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by IT Consulting Agency's 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 IT Consulting Agency hereunder or (ii) the proceeds, the IT Consulting Agency may be entitled to receive from any insurance maintained by the IT Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

### **3.5 Obligations of the Authority**

- 3.5.1 Assistance and Exemptions: The Authority will use its best efforts to ensure that the Government will provide the Consulting Agency with work permits and such other Documents as necessary to enable the Consulting Agency to perform the Services:
- 3.5.1.1 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

### **3.6 Payments to the Consulting Agency**

- 3.6.1 Advance payment will not be considered
- 3.6.2 The Agency will submit pre-receipted quarterly invoices in triplicate, complete in all respects.
- 3.6.3 The Authority shall make the payment after scrutiny of the invoices and performance of the Agency, within 30 days from the date of submission of invoice.
- 3.6.4 The final payment shall be released only after completion of the required work detailed in the RFP Documents.
- 3.6.5 The GST as applicable shall be paid extra.
- 3.6.6 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.
- 3.6.7 Currency: The price is payable in local currency i.e. Indian Rupees.
- 3.6.8 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 Agreement.

### **3.7 Arbitration-Settlement of disputes**

After award of contract, the arbitration-settlement of dispute is as follows:

#### **Dispute resolution between the buyer and the Consulting/Implementing agency/service provider**

##### **Cconciliation:**

- I. The Parties (i.e., the Purchaser/Buyer and the Consulting/Implementing Agency) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.
- II. In the event of any conflict or dispute arising out of or in connection with the contract, the parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Consulting/Implementing Agency and shall be chaired by the Director General (hereinafter referred as “DG”), Directorate General of Trade Remedies (hereinafter referred as “DGTR”) or any other person as authorized by the DG, DGTR. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.

**Arbitration:**

- I. In the event of any conflict / dispute arising out of or in connection with the Contract, which has not been resolved in accordance with the procedure laid down in above mentioned Clause (Conciliation), the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The same shall be referred to a sole arbitrator mutually appointed by both the Parties.
- II. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the sole Arbitrator.
- III. The cost of the Arbitration shall be equally borne by both the Parties.
- IV. The award of the sole Arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place of the principal place of business of the DGTR.
- V. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Courts at Delhi only.
- VI. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

**Laws Governing the Contract:**

- I. The contract shall be governed by the laws of India for the time being in force.
- II. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the Buyer.

**Termination for Default:**

If the Consulting/Implementing Agency does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Consulting/Implementing Agency would entitle the Buyer to forfeit the total payment for the part performance carried out by the Consulting/Implementing Agency along with the performance guarantee.

**3.8 Responsibility for accuracy of project Documents**

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

**3.9 Liquidated damages / Penalty**

- 3.9.1 If the selected Consultant fails to complete the Assignment, within the period specified under the Agreement, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Authority. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment,

the Performance Guarantee will need to be buffered and restored to the original value.

#### **4. Miscellaneous**

##### **4.1 Assignment and Charges**

- 4.1.1 The Agreement shall not be assigned by the IT Consulting Agency save and except with prior consent in writing of the Authority, which the Authority will be entitled to decline without assigning any reason whatsoever.
- 4.1.2 The Authority is entitled to assign any rights, interests and obligations under this Agreement to third parties.
- 4.1.3 Indemnity: The IT Consulting Agency agrees to indemnify and hold harmless the Authority from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's\_ fees and other costs of defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the 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 Authority; (c) any Services related to or rendered pursuant to the Agreement (collectively Indemnified matter). As soon as reasonably practicable after the receipt by the Authority of a notice of the commencement of any action by a third party, the Authority 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 Authority 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 Authority may have at common law, in equity or otherwise.
- 4.1.4 Notices: Unless otherwise stated, notices to be given under the Agreement including but not limited to a notice of waiver of any term, breach of any term of the Agreement and termination of the Agreement, 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 (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 4.1.5 Severability: If for any reason whatever any provision of the Agreement 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 Agreement or otherwise.
- 4.1.6 Professional Liability Insurance: IT Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by IT 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 IT 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].

#### **4.1.7 Performance security**

- 4.1.7.1 The Consultant shall prior to the Commencement Date and as a condition precedent to its entitlement to payment under this Agreement, provide to the Authority 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 Agreement, in the form set out in this Agreement, in an amount equal 10 (Ten) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Agreement is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 10 (Ten) percent of the total cost of Financial Proposal under this Assignment.
- 4.1.7.2 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations).
- 4.1.7.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 120 (One Twenty) Days from the date of completion of the assignment. If the Authority 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 Authority 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 Agreement until such time as the Authority shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Authority will refund to the Consulting Agency the full amount of the bank guarantee, unless the Authority has drawn upon the Performance Security in accordance with the provisions of this Agreement, in which case only the balance amount remaining will be returned to the Consulting Agency; provided that the Authority will not be liable to pay any interest on such balance. The Authority 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 Agreement, the Performance Security will, subject to any drawdowns by the Authority in accordance with the provisions hereof, be released by the Authority within a period of 120 (One Twenty) Days from the date of completion of the services.

#### **4.1.8 Penalty**

- 4.1.8.1 Penalty: The selected agency has 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 Agreement will be decided by the appropriate authority on case-to-case basis.

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

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

- a) the Consultant becomes liable to pay penalty;
- b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.3.2;
- c) any material breach of the terms here of; 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 Agreement.
- e) Non-compliance of mutually agreed time lines/time plan
- f) For any reasons the project is not completed owing to the faulty delivery/ noncooperation/ non deliverance by the agency
- g) For any reason assignment/consultancy is terminated by agency

**6. All conditions of RFP shall be considered to be integral part of this Agreement.**

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.**

**SIGNED, SEALED AND DELIVERED**

**SIGNED, SEALED AND DELIVERED**

For and on behalf of Consulting Agency:

For and on behalf of India Brand Equity Foundation:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

**In the presence of:**

1.

2.

## **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 India Brand Equity Foundation, Ministry of Commerce and Industry, Government of India (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Consulting Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the Consulting Agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Agreement by issue of Authority’s Agreement Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consulting Agency, resulting in an Agreement valued at Rs. [amount in figures and words] for (Scope of Work/Terms of Reference) (hereinafter called the “Agreement” and the Consulting Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Authority 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 Authority 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 Authority on the Bank shall be conclusive and binding notwithstanding any difference between the Authority 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 Authority discharges this guarantee. 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 the advance or to extend the time for performance of the Agreement by the Consulting Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Agreement or other documents. The Authority 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 Authority 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 Agreement between the Authority and the Consulting Agency any other course or remedy or security available to the Authority. The Bank shall not be relieved of its obligations under these presents by any exercise by

the Authority 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 Authority or any other indulgence shown by the Authority 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 Authority 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 Authority 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

*Request for proposal* – Selection of IT consulting agency for design, development, implementation and maintenance of DGTR website ([www.dgtr.gov.in](http://www.dgtr.gov.in))

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(Scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Authority.

## **Annexure B: Format for Non-Disclosure Agreement**

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into on the date of [DATE] and is by and between:

Party Disclosing Information: [Party DISCLOSING Information] with a mailing address of [MAILING ADDRESS] (“Disclosing Party”).

Party Receiving Information: [Party RECEIVING Information] with a mailing address of [MAILING ADDRESS] (“Receiving Party”)

### **WHEREAS,**

either Party possesses certain confidential proprietary information; and

### **WHEREAS,**

in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

### **WHEREAS,**

either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information. NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

#### **1. Confidential Information**

- a) For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of , incidental to or in connection with the Business Purposes, which is not generally available to the public.

## **2. Non-disclosure Obligations**

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
- b) not to use any of the Confidential Information except for the Business Purposes. C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
- c) not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a- vis Disclosing Party in any commercial activity which may be Comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.
- d) to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
- e) to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons
- f) to comply with any other reasonable security measures requested in writing by the Disclosing Party.
- g) to refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
- h) to undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

## **3. Exceptions**

The confidentiality obligations hereunder shall not apply to Confidential Information which:

- a) is, or later becomes, public knowledge other than by breach of the provisions of this

Agreement; or

- b) is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- c) is independently received by the Receiving Party from a third party, with no restrictions on disclosure.

#### **4. Return of Confidential Information**

- a) The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.

#### **5. No Right to Confidential Information.**

- a) The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.
- b) The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.

#### **6. No Warranty**

- a) The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.

#### **7. No Commitment**

- a) The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

## **8. Compelled Disclosure**

- a) If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.

## **9. Losses**

- a) The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

## **10. Communication**

- a) The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.

## **11. Counterparts**

- a) Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

## **12. No Solicitation of Employees**

- a) The Receiving Party agrees that it will not, for a period of five (5) Years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.

## **13. Term and Termination**

- b) This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes



shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier.

- c) Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five Years from the termination date and/or effect until further notice from the other Party.

#### **14. Remedies**

- a) The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

#### **15. Entire Agreement**

- a) This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement.
- b) This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.

#### **16. No Waiver**

- a) The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter.

#### **17. Successors and Assigns**

- a) Neither Party shall have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party.
- b) This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to

the benefit of Representatives, assigns and successors of the Parties.

**18. Governing Law**

- a) This Agreement shall be governed by and construed in accordance with the laws of India.

**19. Modification**

- a) This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

**Legal Address of the Parties:**

<b>Party A:</b>	<b>Party B:</b>
Address	Address
Signed for and on behalf of Authority	Signed for and on behalf of Consultant

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