

**DEPARTMENT OF COMMERCE  
MINISTRY OF COMMERCE AND INDUSTRY  
GOVERNMENT OF INDIA**

**REQUEST FOR PROPOSAL**

**FOR SELECTING A**

**CONSULTANCY AGENCY**

**FOR**

**RANKING STATES ON THE BASIS OF THEIR LOGISTICS EFFICIENCY  
(LEADS Report 2020, 2021, and 2022)**

**And**

**Program Management Support**

**For the years 2020-21, 2021-22, and 2022-23**

**25<sup>th</sup> September, 2020 to 18<sup>th</sup> December, 2020**

**REQUEST FOR PROPOSAL (RFP) FOR SELECTING A CONSULTING AGENCIES FOR RANKING STATES ON THE BASIS OF THEIR LOGISTICS EFFICIENCY (LEADS Reports 2020, 2021, and 2022) and PROGRAMMANAGEMENT SUPPORT FOR THE YEARS 2020-21, 2021-22, and 2022-23.**

Department of Commerce (DoC) intends to develop a protocol for determining the Logistics efficiency of states in the country and to accordingly rank them on a states Logistics Performance Index and Program Management Support for the years 2020-21, 2021-22, and 2022-23.

The ranking is to be completed within a timeframe of 07 (Seven) months from the date of assignment of the same.

The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP Document uploaded on the website: <http://eprocure.gov.in>

**Interested applicants are requested to submit their responses to the “RFP” on or before 06-11- 2020**

The submissions must be addressed to:

**Joint Secretary (Logistics),  
Department of Commerce  
Ministry of Commerce & Industry, Government of India  
Room No. 216, UdyogBhawan  
New Delhi-110011**

## Disclaimer

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

2. Department of Commerce 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 Department of Commerce 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 Department of Commerce in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP Document and obtain independent advice from appropriate sources.

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

4. Department of Commerce will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that Department of Commerce is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and Department of Commerce 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. Department of Commerce also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.

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

6. Department of Commerce reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP Document. Such revisions to the RFP / amended RFP will be made available on the CPPPportal.

## Section 1. Letter of Invitation

New Delhi

Date: 25-09-2020

### 1. Introduction

Logistics performance is a critical determinant of not only of the trade in the States & Union Territories but also India's overall trade competitiveness. The World Bank publishes the Logistics Performance Index (LPI) which is an interactive benchmarking tool created to help countries to identify the challenges and opportunities they face in their performance on trade logistics and what they can do to improve their performance. The latest Logistics Performance Index 2018, released by the World Bank, allows for comparisons across 160 countries and also provides details of the domestic evaluation with detailed information on countries' logistics environments, core logistics processes and institutions, and performance time and cost. The LPI is based on a worldwide survey of operators on the ground (global freight forwarders and express carriers), providing feedback on the logistics "friendliness" of the countries in which they operate and those with which they trade. This is based on the in- depth knowledge of the countries in which they operate with informed qualitative assessments of other countries where they trade and experience of global logistics environment.

The Department of Commerce intends to rank the states & Union Territories on the basis of their Logistics efficiency. An exercise to rank the states & UTs on preliminary State-level Logistics Performance Indicators has already been carried out in 2017 and the Logistics Ease across Different States (LEADS) report was released by Department of Commerce in early 2018. The Second LEADS report 2019 was also released by Department of Commerce in September 2019.

The present exercise would be a continuation of the LEADS 2019 report with slight modifications for incorporating objectivity to the report.

### 2. Objectives

The similar concept of World's Bank LPI has been taken into consideration and as acronym of "LEADS" – Logistics Ease Across Different States to rank the Indian States and Union Territories so that a constructive competition may be created among the States & UTs, Developing comprehensive and wide ranging all parameters related to Logistics Sector, to help any policy maker-investors and users to understand the entire logistics ecosystem of India, and to provide the right inputs to the State Governments to make improvement in their Logistics Infrastructure & Services, Processes and Policy.

3. A Consulting Agency will be selected as per Two Packets System (TPS) 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 format of Work Order

**All clarifications/ corrigenda will be published only on Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in))**

Joint Secretary (Logistics)  
Department of Commerce

## Section 2. Instructions to Applicants

### 2.1 Introduction

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

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

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 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 Client;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
  - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
  - e) acknowledged that it does not have a Conflict of Interest; and
  - f) agreed to be bound by the undertaking provided by it under and in terms thereof.
- (ii) The Client and/ or its advisors shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

2.1.5 **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 proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to

annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.

2.1.7 Client requires that the Applicant hold Client's interest 's 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 Client and theProject.

2.1.8 It is the Clients 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, theClient:

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

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 in Room No. 216, UdyogBhawan, New Delhi.

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

- (i) Notwithstanding anything contained in this RFP, the Client 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 for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (ii) Without prejudice to the generality of above, the Client 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 Client, the supplemental information sought by the Client 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 Client 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 Client, including annulment of the Selection Process.

## 2.2 Clarification and amendment of RFP Documents

Applicants may seek clarification on this RFP Document, within five (5) days of the date of issue of this RFP Document. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the Clients email address :

**Joint Secretary (Logistics),  
Department of Commerce,  
Ministry of Commerce & Industry, Government of India  
Room No. 216, Udyog Bhawan  
New Delhi-110011  
Email: [leads2020tender@gmail.com](mailto:leads2020tender@gmail.com)**

The Client will endeavour to respond to the queries prior to the Proposal Due Date.

- 2.2.1 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP Documents by an amendment. All amendments/ corrigenda will be posted only on CPPP portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.
- 2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing through email. The maximum no. of participants from an Applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

## 2.3 Earnest Money Deposit

- 2.3.1 An Earnest Money Deposit (EMD) should in the form of Bank Guarantee from any of the Commercial Banks and valid for a period of 45 days beyond the final bid validity period in favour of **Pay and Account Officer, Department of Commerce, New Delhi**, payable at New Delhi, for the sum of Rs 6,00,000/- (Rupees Six Lakh Only) shall be required to be submitted by each Applicant. The Bank Guarantee for Earnest Money Deposit shall be in the format of **Form3G**.
- 2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as — [EMD for Appointment of Consulting Agency ....] and not to be opened except in the presence of evaluation committee. **This envelope shall be delivered to Department of Commerce in physical form before the Proposal Due Date.** Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
- 2.3.3 Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicants Earnest Money Deposit shall be returned, without any interest upon the Applicant accepting the

work order and furnishing the Performance Security in accordance with provision of the RFP and work order.

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

- (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 work order);
- (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,
- (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or
- (iv) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.

2.3.5 **Performance Security** equivalent to the amount indicated in this RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFP/ work order. For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Applicant and be released 120 (One twenty) days after the completion of the assignment.

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 and the bar subsists as on the date of the 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 Client 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 Client being entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
- 2.4.5 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 Client, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or Documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspect.
- 2.4.7 **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 work order, 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 a sealed cover.

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. (Pre- Qualification Proposal).

**2.5.3** The Applicant shall submit his proposal in **four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal** respectively.

### **2.5.4 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 Client will not accept any Proposal or its modification after the deadline. Applications submitted by either facsimile transmission or telex shall not be accepted.

b) Client 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.

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

2.5.6 After the deadline for submission of proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP, Technical and Financial Proposals shall remain sealed.

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

## **2.6 Proposal Evaluation**

2.6.1 As part of the evaluation, Two Packets System (TPS) process will be followed. The Pre-Qualification Proposal(Form3A-3G)submitted shall be checked to evaluate

whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently, the Technical Proposal (Form 3H-3K) submission, for Applicants who meet the Minimum Qualification Criteria (—Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP Document.

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

**Pre-qualification stage**

The client will satisfy itself that the applicants meets the minimum qualifications prescribed before evaluating technical and financial proposals.

**Technical Proposal stage**

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

**Financial Proposal stage**

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

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

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

### 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.	Applicant should be a registered firm/company/partnership in India involved in consulting / advisory business operations for a minimum of five (5) years, as on 1st April 2020	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 300 crore from the business of providing Management Consultancy and Other Services during the last 03 years (2018-19, 2017-18, and 2016-17). (A certificate from Statutory Auditor should be submitted)	Form 3C
4.	Applicant should have handled at least two consultancy projects in logistics/transportation sector for Government of India/State Governments/PSUs in the last three years ( <i>i.e. assignments completed on or before 31<sup>st</sup> March, 2017 will not be eligible</i> ) of which at least one should have been of national level involving data capturing at Pan India Level*	Form 3D

*\*Pan-India is defined as covering all the geographical regions viz. North, South, East & West. It does not necessarily mean all States and UTs combined.*

#### 2.6.5 Technical Evaluation:

2.6.5.1 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.

2.6.5.2 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.

2.6.5.3 Proposal Presentations: The Authority shall invite each Applicant to make a presentation.

2.6.5.4 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:

**Technical Qualification Requirements:-**

Sl. No.	Evaluation Parameter	Maximum Marks	Criteria for marking	
<b>Experience in</b>				
(i)	Consultancy studies carried out by the Applicant in transportation/logistics sector in India for Central Government/State Governments/PSUs/Multi-Lateral Financial Institutions in last five (05) years ( <i>i.e. assignments completed on or before 31<sup>st</sup> March, 2015 will not be eligible</i> ). The cited assignments should be relevant to the present project.	<b>7.5</b>	<b>Number of Assignments</b>	<b>Marks</b>
			10	2.5
			11-15	5
			16 and above	7.5
(ii)	Consultancy assignments by the Applicant in logistics/transportation sector at national level involving Pan India* data collection for Government of India/State Governments/PSUs in last 05 years ( <i>i.e. assignments completed on or before 31<sup>st</sup> March, 2015 will not be eligible</i> ), with at least 2 national level logistics studies  The cited assignments should be relevant to the present project and exclusive to the assignments cited under point (i) above	<b>7.5</b>	<b>Number of Assignments</b>	<b>Marks</b>
			3	2.5
			4-6	5
			7 and above	7.5
(iii)	Studies by the Applicant where an index based on a set of indicators has been developed for any sector like logistics, infrastructure, manufacturing, at a global or national level  The cited assignments should be relevant to the present project.	<b>5</b>	<b>Number of Assignments</b>	<b>Marks</b>
			1	3
			2 or more	5
(iv)	Approach & Methodology to be adopted	<b>25</b>	Based on in-depth understanding of the issues involved in determining the logistics efficiency of the States/UTs	

			and the robustness of the proposed methodology for data collection & analytics for index preparation.
(v)	Presentation	10	Based on relevance of proposed solution / approach / methodology
(vi)	Qualification of Key Personnel	45	Please refer clause 2.6.5.1 and table for minimum requirements of qualification and experience of Key Personnel
	<b>TOTAL</b>	<b>100</b>	

*\*Pan-India is defined as covering all geographical regions viz. North, South, East & West. It does not necessarily mean all States and UTs combined.*

**Notes:** Ongoing projects where at least 50% of milestones / payments have been realized shall be considered.

2.6.5.1 Requirements for Key Personnel proposed to be deployed: The following table provides the requirements for key resource personnel who shall be deployed for this assignment by the selected Applicants and shall be the point of contact for project related activities / tasks for the Client. The minimum team should comprise of the Team Leader, Multi-Modal Logistics experts, statistics experts, and Project Coordinators.

**Qualification of Key Personnel :-**

Sl. No.	Proposed Position	Criteria for Marking	Maximum Marks
1.	Team Leader	<ul style="list-style-type: none"> <li>i) Should be a graduate with post-graduate qualification in management (MBA/PG Diploma in management)</li> <li>ii) Should have a minimum of 15 years' experience of providing consulting services in the logistics and transportation industry</li> <li>iii) Must have been part of consultancy projects involving data collection and analysis from multiple states/cities in logistics and transportation sectors in India</li> <li>iv) Must have undertaken studies where an Index based on a set of indicators has been developed for any sector like infrastructure, manufacturing, at a national or global level – experience of undertaking study in logistics sector is desirable</li> </ul>	10
2.	Multi-Modal Logistics Expert 1	<ul style="list-style-type: none"> <li>i) Should be a graduate; having a post-graduate degree will be an additional merit</li> <li>ii) Should have domain knowledge with experience of working in logistics sector in India for a minimum of 20years</li> <li>iii) Should have experience of working at management position in the Logistics Industry (at least 5 years) and providing consulting services for multiple</li> </ul>	7.5

Sl. No.	Proposed Position	Criteria for Marking	Maximum Marks
		<p>projects in the logistics sector (at least 5 years). Additional experience of having worked in the government sector and international experience is desirable</p> <p>iv) Should have experience of working on at least 1 national level logistics study involving freight transportation assessment across the country, Pan India data collection, identification of bottlenecks, and action areas for improvement with planning and conducting surveys as an added advantage</p>	
3.	Multi-Modal Logistics Expert 2	<p>i) Should be a graduate</p> <p>ii) Should have domain knowledge with experience of working in logistics sector in India for a minimum 10 years</p> <p>iii) Should have undertaken detailed analysis of commodity value chains, planning intermodal integration, development of logistics improvement plans, as well as operational experience in the field of freight transportation and logistics</p> <p>iv) Should have experience of working on at least 2 consulting projects for Government of India/PSUs in the logistics sector involving stakeholder interactions, data collection across multiple states in India with planning and conducting surveys as an added advantage</p> <p>v) Experience of having worked/ advised on projects involving multimodal logistics in India would be an additional merit</p>	7.5
4.	Statistical/ Data Analysis Expert 1	<p>(i) Should be a graduate; having a post-graduate degree will be an additional merit</p> <p>(ii) Experience of at least 15 years in designing and administering surveys, and undertaking data analysis using statistical tools, econometric and mathematical modelling</p> <p>(iii) Experience in undertaking studies where an index based on a set of indicators has been developed for any sector – experience of having developed index for logistics sector will be an additional merit</p>	5
5.	Statistical/ Data Analysis Expert 2	<p>(i) Should be a graduate; having a post-graduate degree will be an additional merit</p> <p>(ii) Should have at least 7 years' experience in data modelling, econometrical modelling, data visualisation, sentimental analysis, using statistical tools, etc.</p> <p>(iii) Experience in logistics sector data modeling would be an additional merit</p>	5

Sl. No.	Proposed Position	Criteria for Marking	Maximum Marks
6.	Project Coordinators (2)	i) Should be a graduate; having a post-graduate degree would be an additional merit ii) Should have a minimum of 4 years of experience in logistics and transportation sector iii) Should have conducted stakeholder interactions (State Governments and Industry Players) and been involved in collection of data across multiple states in India for consulting projects in transportation and logistics sector iv) Additional experience in development of Index based on a set of indicators for any sector like infrastructure, manufacturing, investment at a global or national level would be an additional merit	10 (5*2)

**Notes:**

- 1) Team Leader and at least three (3) of the other experts should be on the rolls of the Applicant for the last one year
- 2) Marking for CVs will be based on quality of experience/nature of role played, and educational qualifications

**2.6.6 Final Evaluation:**

2.6.6.1 The final selection of the consultant would be based on two stage evaluation.

2.6.6.2 In the first stage, the Technical Proposal of the Applicants shall be evaluated. The Technical Proposal will carry maximum marks of 100. Only those Applicants who get at least 80 marks out of 100 in the Technical Evaluation (“Eligible Applicant”) would be considered eligible for the second stage of Financial Evaluation. The Eligible Applicant(s) shall be ranked in the order of marks 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.

2.6.6.3 In the second stage, the Financial Proposal shall be opened only for Eligible Applicant(s).

**2.7 Grant of Work Order**

2.7.1 After selection, a letter of Acceptance (LoA) will be issued by the Client to the Successful Applicant and the Successful Applicant shall, within 3 (three) days of the receipt of the work order, sign and return the LoA to the client. In the event the LoA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

2.7.2 **Performance Security:** Performance Security equivalent to 10 (Ten) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Commercial Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Applicant and be released 120 (One Twenty) Days after the completion of the assignment.

## 2.8 Confidentiality

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

## 2.9 Contract/Assignment cancellation alongwith forfeiture of Performance Guarantee

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

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

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

2.9.3.1 "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 Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the WORK ORDER or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the WORK ORDER or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the WORK ORDER or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- (a) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (b) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (b) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest ;and
- (c) "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 off-line at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant.

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 Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

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

- 2.11.2.1 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;

- 2.11.2.2 consult with any Applicant in order to receive clarification or further information;
  - 2.11.2.3 retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
  - 2.11.2.4 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 Client of any liability of its employees, agents and advisers, irrevocably, unconditionally, fully and finally and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future in respect of the proposal.
- 2.11.4 All Documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consulting Agency, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner available with the Applicant to Client in relation to the assignment shall be the property of Client. The pre-existing IPR of the Consultant shall remain with the Consultant.
- 2.11.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## 2.12 Schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFP	25.09.2020 at 3.00PM
Clarification submission start date	25-09-2020
Clarification submission end date	01-10-2020
Pre-bid meeting	08-10-2020 at 3.00PM
Response to queries/requests for clarification	19-10-2020
Bid Submission Start date	21.10.2020 at 11.00AM
Bid Submission end date	06-11-2020 at 05.30PM
Opening of pre-qualification proposal	09-11-2020 At 02.00PM
Opening of Technical bids of the applicants meeting the pre-qualification criteria	16-11-2020 at 02.00PM
Presentation of Pre-Qualified bidder before the TEC	04-12-2020 & 11.12.2020
Opening of financial bid	18-12-2020 At 0.2.00PM

## 2.13 DataSheet

Reference	
Section 1, point 3	<b>A Consulting Agency will be selected as per Two Packets System (TPS) process.</b>
2.1.1	The name of Client is: Department of Commerce, Ministry of Commerce and Industry, Government of India.
2.3.4	The proposal of the Applicant shall be valid for 90 (Ninety) days from the Proposal Due Date.
2.2	Clarification must be requested on or before 01-10-2020 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: Joint Secretary (Logistics), Department of Commerce Ministry of Commerce & Industry, Government of India Room No. 216, UdyogBhawan New Delhi-110011 Email: anant.swarup@nic.in
2.2.2	Date & Time of pre bid meeting 08-10-2020 at 03.00 PM, at the Official Address: Department of Commerce, Udyog Bhawan, New Delhi-110011
2.4.6	The last date of submission of Proposal is 06-11-2020 Before 04.00 PM (IST). The proposal will be submitted in a sealed cover. The address for submission of EMD/Bank Guarantee is: Joint Secretary (Logistics), Department of Commerce, Ministry of Commerce & Industry, Government of India Room No. 216, Udyog Bhawan New Delhi-110011
Form 4A and 4B	The applicant to state cost in Indian Rupees only.

### Section 3. Pre-Qualification and Technical Proposal – Standard Forms

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

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

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[Location, Date]

To

Joint Secretary (Logistics)  
Department of Commerce  
Room No. 216, UdyogBhawan,  
New Delhi-110011

### **RFP dated [date] for selection of 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 Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consulting Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consulting Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public or private authority nor have had any assignment or contract terminated by any public or private authority for breach on our part, 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 Client 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 not a member of any other Consortium/JV 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 bid 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 Client in connection with the selection of Consulting Agency or in connection with the selection process itself in respect of the above mentioned Project.
  12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
  13. 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 Technical and Financial Proposal is being submitted in a separate cover. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding onus.
  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 Minimum Eligibility and of not being blacklisted**

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[Location, Date]

Hereby give a certificate that the Consulting Agency is a registered firm and have been in operation for a minimum of 3 years, as on 1st April 2020. The Consulting agency has not been blacklisted by any Central/ State/ 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 the Consulting Agency did not had the capabilities as enumerated above, DoC may put the Consulting Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

Kindly provide supporting documents.

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

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<b>S.No.</b>	<b>Financial Years</b>	<b>Total Turnover (INR)</b>
1	2018-19	
2	2017-18	
3	2016-17	

**Certificate from the Statutory Auditor**

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 Management Consultancy and Other Services.

Designation  
Name of firm

Signature of Authorized Signatory and Seal of Audit Firm

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

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

Assignment Name:	Approx. Value of the Assignment:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total number of staff-months:
Address of Client:	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/work order copy etc.

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

**Form 3E: Board Resolution**

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

## **Form 3F: Integrity Pact**

Between [name of the client] hereinafter referred to as "The Principal",

and

[Name of the Applicant] hereinafter referred to as "The Bidder"

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract for **[Name of the Assignment]**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 — Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in, this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 — Commitments of the Bidder(s)/ contractor(s)**

(1) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract to any third person any material or

other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any /all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) (Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) (Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings", Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B"

### **Section 4 — Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled

to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 — Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 — Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 — Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor (s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 — Independent External Monitor/Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, S All.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. This is applicable to Subcontractors. The Monitor is under

Contractual obligation treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director, Department of Commerce (DoC) within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to on the same terms as being extended to / provided to Independent Directors on the MoCI Board.
- (8) If the Monitor has reported to the Director, DoC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Director DoC has not, within the reasonable action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Director (Logistics) Department of Commerce, Ministry of Commerce & Industry and its associates

### **Section 10 – Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- (3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & on behalf of the Principal)  
Contractor)

\_\_\_\_\_  
(For & on behalf of Bidder/

Place: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness 1:  
Name and Address:

Witness 2:  
Name and Address:

## Form 3G: Format of bank Guarantee for Earnest Money Deposit (EMD)

BG No. \_\_\_\_\_

Date :

1. In consideration of you, Department of Commerce, Ministry of Commerce and Industry, Government of India, Udyog Bhawan, New Delhi — 110 011 (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the —Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consulting Agency for [name of assignment] pursuant to the RFP Document dated [date] issued in respect of the Assignment and other related Documents including without limitation the draft work order for services (hereinafter collectively referred to as —RFP Documents), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 1,00,000 (Rupees One lakh) (hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the

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

4. This Guarantee shall be irrevocable and remain in full force for a period of 90(Ninety) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance (LoA) to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which

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

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Banks liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

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

## Form 3H: Technical Proposal Submission Form

[Location, Date]

To

Joint Secretary (Logistics),  
Department of Commerce,  
Room No. 216, Udyog Bhawan,  
New Delhi-110011

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 Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consulting Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consulting Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public or private authority nor have had any assignment or contract terminated by any public or private authority for breach on our part, 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 Client 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 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 Client 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 3I: 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 client, starting & completion dates, names of associates (other than employees), if any.

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

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

Name				
Position				
Date of Birth				
Education				
Employment Record	From	To	Company	Position Held
Brief Profile				
Countries of Work Experience				
Languages				
Work undertaken that illustrates the capability to handle the task assigned Year: Location: Client: 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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of staff member/Authorized signatory

Date & Place

### **Form 3K: Work Plan with Approach and methodology**

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Provide here details of:

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

**Section 4. Financial Proposal – Standard Forms**

Form 4A: Financial Proposal Submission

Form 4B: Summary of Costs

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

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[Location, Date]

To

Joint Secretary (Logistics)  
Department of Commerce  
Room No. 216, Udyog Bhawan,  
New Delhi-110011

Dear Sir,

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

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

S. No.	Particulars	Total cost of financial proposal	Preparation of LEADS report	Program Management Support
		INR	INR	INR
1.	Year 2020	X	(0.65*X)	(0.35*X)
2.	Year 2021	$Y=X*(1+0.05)$	(0.65*Y)	(0.35*Y)
3.	Year 2022	$Z=Y*(1+0.05)$	(0.65*Z)	(0.35*Z)
	<b>Total cost of Financial Proposal</b>	X+Y+Z		

**Notes:**

- The bidder is to quote only one fee value i.e. for Year 2020 in the coloured box shown above as 'X'.
- The total fee for Year 2021 will be taken at 5% escalation to the fee quoted for Year 2020. Similarly, total fee for Year 2022 will be taken at 5% escalation to the fee determined for Year 2021.

## Section 5. Terms of reference

### 1. Background and Objectives

Logistics performance is a critical determinant not only of trade within the country but also India's overall trade competitiveness.

The World Bank publishes the Logistics Performance Index – which is a benchmarking tool created to help countries identify challenges and opportunities vis-à-vis their performance on trade logistics. The LPI is based on a worldwide survey of operators on the ground (global freight forwarders and express carriers), providing feedback on the logistics “friendliness” of the countries in which they operate and those with which they trade. This is based on knowledge of the countries in which they operate, and qualitative assessments of other countries they trade with and experience of the logistics environment.

The Department of Commerce has spearheaded the initiative to rank States & Union Territories on the basis of their logistics efficiency. Studies to rank States & UTs on relevant indicators were undertaken in 2017 and 2018 and the reports on “Logistics Ease across Different States (LEADS)” were released by DoC in 2018 and 2019.

The present exercise would be a continuation of this initiative with ranking of states and UTs in India on logistics ease for stakeholders, with requirement of undertaking assessment and analyses culminating in the preparation of three editions of the LEADS Report i.e. LEADS 2020, LEADS 2021 and LEADS 2022 for DoC.

While it is intended that the LEADS assessment methodology would be extended to provide continuity and predictability, the effort has to be additive in terms of

- 1) review and update of the methodology for relevant aspects,
- 2) consideration of quantitative evaluation aspects on a cumulative basis along with the perception-based analysis that forms the core of LEADS methodology and
- 3) provide relevant inputs/actionable recommendations to effecting change and making improvements in the logistics infrastructure, processes and policies for all States/ UTs.

In addition, the Consultant would also be required to provide on-going Program Management support to the DoC towards coordination with various Ministries/departments of the GoI for monitoring progress of suggested reforms as part of the LEADS report as well as the towards issues related with World Bank Logistics Performance Index (LPI).

### 2. Scope of Work

The engagement duration shall be 36 months. The scope of work of the Consultant would be to undertake required assessment and analyses culminating in the preparation of the LEADS Report for 3 years for the Department of Commerce as well as provision of program management support on an on-going basis through Project Coordinators identified as part of the team.

The detailed Scope of Work would be as follows.

## **I PREPARATION OF LEADS REPORTS FOR 3 YEARS - 2020, 2021 AND 2022**

The Consultant would be required to undertake assessment and analyses – culminating in the preparation of the LEADS Report for 3 years. It is proposed that the Report should be prepared and published around October/November each year. The exact schedule for the Report Publication will be informed by the Department of Commerce.

As part of this, the following activities would be required to be undertaken for each of the 3 years.

### **A. Identification of indicators and framework of logistics efficiency**

- a) With the first two editions of LEADS Report laying down the contours and framework of the assessment, subsequent editions under this engagement would review and update the perception-based methodology and identified framework/ indicators from previous editions of LEADS as required – based on market changes, etc. The perception-based indicators already identified in LEADS 2019 were:
  - Availability of logistics infrastructure
  - Quality of logistics infrastructure
  - Quality of logistics services provided by service providers
  - Ease of arranging logistics at competitive rates
  - Timeliness of cargo delivery
  - Ease of track and trace
  - Safety and security of cargo
  - State facilitation and coordination
  - Efficiency of regulatory processes
- b) Indicators are to benchmark the status of trade logistics in States covering both EXIM as well as domestic logistics components.
- c) The framework should be presented to DoC for review and approval prior to undertaking data collection and analyses each year.
- d) The Consultant shall also identify data based components that could be additionally considered as part of the assessment in future, and discuss with Logistics Division the action plan for corresponding data collection, relevant data templates, normalization of data points across States, and analytical framework for their incorporation/ presentation as part of this initiative – including performance/ progress year on year. Some data based components could be:
  - Rail connectivity and capacity as measured by length of track, average speeds, average lead of cargo and other rail related parameters
  - Road connectivity and capacity as measured by length of NH, SH, district roads, rural roads, performance of toll roads etc.
  - Number and capacity of warehousing facilities including CWC, SWC, and FCI
- e) Requirement of any centralized platform for assimilation of such data would be discussed and agreed with the Logistics Division, Department of Commerce. The Department of Commerce shall approve the same, commission creation of any such platform, and engage with nodal departments/officers of the states/UTs for provision of requisite data in the prescribed formats.

## **B. Data Collection and Analysis**

- a) The success of the initiative would be critically dependent on the data collection tool and analyses of data collected. After approval of the framework, the Consultant will undertake:
  - Development of sampling frame and methodology for collecting inputs for all states/UTs in India covering various stake holder categories
  - Development of perception-based survey instrument – additionally including each year a new/ relevant theme like stakeholders’ perceptions on aspects pertaining to resilience of logistics industry in the country, policy interventions required for technology adoption in the industry, etc.
  - Pilot survey and finalization of survey instrument
- b) Thereafter, the Consultant shall undertake
  - Survey administration
  - Select (regional) workshops with key government departments to validate issues highlighted by industry stakeholders
  - Statistical analysis
  - Development of states’/UTs’ scores and rankings (LEADS Index)
  - Adequate data analysis and reporting to capture key insights such as pattern of responses by stakeholder category, nature of trade (EXIM/domestic),etc.
- c) The Consultant should factor in all costs pertaining to collection of such survey inputs.

## **C. Action Planning**

- a) Recommendations/ Action points – Devise an action plan for States/UTs with focus on reforms required for improving logistics performance/ease
- b) Continuous Improvement Assessment – Identify relative changes/improvements in the performance of States/UTs based on recommendations provided in the previous edition(s) of the report
- c) Replicable Case Studies/ Best Practices – Develop case studies on success stories/ best practices having scope for replication. This would involve creation of templates for sharing of initiatives/ outcomes of policy reforms and actions taken by States, followed by comparative assessment and short-listing of three initiatives each year across pre-identified parameters/criteria such as key logistics issue addressed, economic value add, jobs created in the logistics sector,etc.

## **D. Submission of Draft Report**

- a) Present a draft of the LEADS Report to DoC for approval.

## **E. Publication and Dissemination of Final Report**

- a) Design and publish 250 hard copies of the approved Final Report capturing ranking of States/ UTs on logistics performance under the study along with methodology and other aspects of the scope.
- b) The Consultant shall also provide the Report in both PDF and Word formats to the DoC.

## **II Program Management Support**

Over the duration of the engagement, i.e. 36 months, the Consultant would be required to provide on-going Program Management support to the DoC towards coordination with various Ministries/departments of the Gol for monitoring progress of suggested reforms as part of the

LEADS report as well as the towards issues related with World Bank Logistics Performance Index (LPI). The support would be provided through the 2 Project Coordinators identified as part of the team. Such support shall include:

- a) Continuous support to the DoC in coordinating with nodal departments/officers of States/UTs for collecting required data.
- b) After publication of the Report for each year, organize regional meetings, workshops for dissemination of the Final Report. The Consultant shall prepare presentation for the same.
- c) Continuous support to the DoC in coordinating with various Ministries/departments of the GoI for monitoring progress of suggested reforms as part of the LEADS report as well as the towards issues related with World Bank Logistics Performance Index (LPI). The Consultant shall support the DoC in
  - examining potential action areas to address India’s ranking on the WBLPI,
  - identification of nodal agencies for implementation of identified actions,
  - monitoring of progress on such actions/ reforms through coordination and periodic updates.

### 3. Timelines\*

Sl. No.	Key Deliverables for LEADS reports	Timelines in weeks (T: date of commencement of work each year i.e. 2020, 2021, and 2022 for publication of 3 Reports annually)
1	Annual Commencement Report	T + 21 days
2	Presentation of study framework including list of indicators, methodology and tools for collection and analysis	T + 6 weeks
3	Submission of Draft Report	T + 28 weeks
4	Submission of Final Report	T + 32 weeks
5	Acceptance of Final Report	-
6	Submission of 250 Hard copies	2 weeks from Acceptance of Final Report
<b>PROGRAM MANAGEMENT SUPPORT</b>		
1	Program Management support to the DoC	On-going support.

\*T for each of the editions will be determined by the DoC.

**Section 6. Standard Form of Work Order**

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

Between

[Name of Client]

AND

[Name of the Consulting Agency]

[Date]

## I. **Form of WorkOrder**

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Work order to undertake [name of assignment]

The Department of Commerce, Ministry of Commerce and Industry, Government of India, Udyog Bhawan, New Delhi- 110011, India, hereinafter referred to as the —Client which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a) Requested the Consulting Agency to provide certain services as defined in the General Conditions attached to this work order (hereinafter called the “Services”); and
- b) The Consulting Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

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

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

Appendix B: Cost Estimate

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

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

- a) The Consulting Agency shall carry out the development in accordance with the provisions of the work order; and
- b) Client will make payments to the Consulting Agency in accordance with the provisions of the work order.

### **3. Commencement, completion, modification and termination of work order**

3.1.1 Effective date of work order: This Work order shall be effective from the date of issue by the client or date of receipt of the work order by the Consulting Agency.

3.1.2 Commencement Date :The Consulting Agency shall commence Services within Seven (7) days of the effective date of work order.

3.1.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed

and all payments have been made at the end of such time period after the Effective Date.

#### 3.1.4 Review and Modification:

Modification of the terms and conditions of this work order may be done at any stage before the expiration of the work order, including any modification of the scope of the Services or of the work order Price, and may only be made by written agreement between the Parties. An extension of the time period may also be considered accordingly.

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

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

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

## 3.2 Termination

3.2.1 Any side (Client or the 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 Client will forfeit the Performance Guarantee.

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

- a) if the Consulting Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- b) within fifteen (15) days, if the Consulting Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Consulting Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the Consulting Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Consulting Agency submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consulting Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f) within seven (7) days, if the Consulting Agency, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days decides to terminate this Workorder.
- h) If the Client, is not satisfied with the performance of the Consulting Agency after the annual review of the Services provided.

3.2.3 Payment upon termination: Upon termination of this Work order, the Client will make the following payments to the Consultants:

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

- b) If the Work order is terminated pursuant to Clause 3.2.2 a), b), d), e) or f), the Consulting Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Consulting Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

3.2.4 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 Work order 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 **Client to own intellectual property created:** All rights to any intellectual property conceived or produced by the Consulting Agency or sub-Consultants for the Client 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 Consultancy Services are the property of the Client from the date that property is created or developed and the Consultant waives in favour of the Client any moral rights that the Consultant may have. The Agency may however use the information for its own with due recognition of the Department.

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

#### **3.4.1 General:**

The Consulting Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consulting Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with 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 Consulting Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order;and
- b) after the termination of this Contact, such other activities as may be specified at the time of completion of the project.

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

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

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

3.4.6 Professional Liability Insurance: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by 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 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].

### 3.5 Obligations of the client

3.5.1 Assistance and Exemptions: The Client 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 Payment schedule shall be as follows on successful completion of the various phases of the work

Sl. No.	Key Deliverables for LEADS reports	Timelines in weeks (T: date of commencement of work each year i.e. 2020, 2021, and 2022 for publication of 3 Reports annually)	Payment % on approval of deliverable
<b>PREPARATION OF LEADS REPORTS EACH YEAR (FOR 2020, 2021 AND 2022)</b>			<b>65% of Annual Fee</b>
1	Annual Commencement Report	T + 21 days	10%
2	Presentation of study framework including list of indicators, methodology and tools for collection and analysis	T + 6 weeks	20%
3	Submission of Draft Report	T + 28 weeks	50%
4	Submission of Final Report	T + 32 weeks	-
5	Acceptance of Final Report	-	10%
6	Submission of 250 Hard copies	2 weeks from Acceptance of Final Report	10%
<b>PROGRAM MANAGEMENT SUPPORT</b>			<b>35% of Annual Fee</b>
1	Program Management support to the DoC	On-going support	4 equal quarterly instalments

\*T for each of the editions will be determined by the DoC.

3.6.3 The Agency will submit pre-receipted invoices in triplicate, complete in all respects,

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 shall be paid as applicable.

- 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 work order.

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

- 3.7.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.
- 3.7.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement to the Joint Secretary and shall be finally settled by Secretary, Department of Commerce.
- 3.7.3 Any grievance regarding penalty shall be first decided/resolved at Joint Secretary level and with final decision of Secretary, Department of Commerce, whose decision shall be final.

### **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 client against any inaccuracy in the work, which might surface during implementation of the project.

### **3.9 Liquidated damages**

- 3.9.1 If the selected Consultant fails to complete the Assignment, within the period specified under the work order, 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 Client. 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 Work order shall not be assigned by the Consulting Agency save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.
- 4.1.2 The Client is entitled to assign any rights, interests and obligations under this Work order to third parties.
- 4.1.3 Indemnity: The Consulting Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consulting Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consulting Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consulting Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consulting Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.
- 4.1.4 Notices: Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the RFP. The notices shall be deemed to have been made or delivered (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 Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly

as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

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

#### **4.1.7 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 Work order, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order, in the form set out in this work order, 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 Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount 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). [In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.]

4.1.7.3 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 Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty(30)days prior to the date of expiry of

the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consulting Agency of its obligations under this Work order until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Client will refund to the Consulting Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Consulting Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 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 work order will be decided by the appropriate authority on case to case basis.
- 4.1.8.2 Replacement of key personnel deployed: Any replacement of key personnel deployed shall not be allowed. In case of unavoidable circumstances which require replacement of key personnel, the bidder will take prior written approval of Client and the replacement can be done with penalties as defined below:

S.No	Parameter	Service Expectation	Penalty
1.	Replacement of key personnel	Resources initially deployed are not to be replaced during the tenure of the Project. In cases resources are replaced, penalties will apply	A replacement not less qualified than the resource being replaced must be provided. Penalty in such cases shall be Rs 5 lakhs for substitution of there source.

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

5. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
- a) the Consultant becomes liable to pay penalty;
  - b) occurrence of any of the events listed in sub-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 Work order.
  - e) Non-compliance of mutually agreed time lines/time plan
  - f) For any reasons the project is not completed owing to the faulty delivery/ non-cooperation/ non deliverance by the agency
  - g) For any reason assignment/consultancy is terminated by agency

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

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

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

Ref.: Bank Guarantee:

Date:

Sir,

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

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

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

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Consulting Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the Client and the Consulting Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

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

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

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

Date this [date in words] day [month] of [year in yyyy format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (Scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.