

Request for Proposal (RFP) For

Services of a Consultancy Organization for

“Research Landscape and Performance Benchmarking Study of all the schemes of Department of Biotechnology”

Department of Biotechnology, Block-2, CGO Complex,

Lodhi Road, New Delhi

Room No.: 709, 7th Floor, Block-2

CGO Complex, Lodhi Road,

New Delhi– 110003

Tel Nos.: 24364088

September 16th, 2019

The REQUEST FOR PROPOSAL (RFP)

includes the following documents:

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Section 1 -Letter of Invitation

[Name and Address of Consultant]

Dear Mr./Ms.:

Department of Biotechnology, Government of India (hereinafter called-Employer)is **engaging services of a consultancy organization for “Research Landscape and Performance Benchmarking study of all the schemes of Department of Biotechnology, New Delhi.”** in two bid system (Part I: Technical Bid and Part II: Financial Bid) as per the attached RFP document.

1. The technical and financial bids, in prescribed formats and other documents as per the RFP should be submitted to the Department at the below mentioned address:

**Room No. 709, 7th Floor, Block-2,
Department of Biotechnology,
CGO Complex, Lodhi Road,
New Delhi– 110003**

2. The last date of submission of RFP is **11th October, 2019 by 1700 hrs.** The pre-Bid meeting would be held on **30th September, 2019.** *The firm/organization/agencies who obtain 70% of marks based on the technical criteria prescribed would be treated as technically qualified.* The financial proposal of only the technically qualified bids will be opened and **Quality and Cost Based Selection (QCBS) would be adopted while selection of the Bidder.**

3. For inviting proposals for conducting the proposed study from the short listed Institute/Agencies/Consultants, it has been decided that a single bid is invited for the National level only. Accordingly, the RFP has been suitably prepared.

4. Please note that Department of Biotechnology, Ministry of Science & Technology reserves the right to accept or reject all or any of the bids without

assigning any reason whatsoever.

Yours sincerely,

(T. Narasimhan)
Deputy Secretary
011-24362426
E-mail: narasimhan.t@nic.in

DISCLAIMER

The information contained in this Request for Proposal document (the -RFP) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Consultant, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Section 2

Information to Consultants

Part I

Standard

1. Definitions

(a) Employer means Department of Biotechnology, Ministry of Science & Technology who has invited the bids for consultancy services and with which the selected Consultant/Bidder signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.

(b) Consultant/Bidder means any 'entity' or 'person' or association of persons who have been shortlisted to submit their proposals that may provide or provides the Services to the Employer under the Contract.

(c) Contract means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.

(d) Project specific information means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.

(e) Day means calendar day.

(f) Government means the Government of India.

(g) Instructions to Consultants (Section 2 of the RFP) mean the document which provides applicants/Consultants with all information needed to prepare their proposals.

(i) LOI (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the applicants/consultants.

(j) Personnel mean professionals and support staff provided by the Consultant and support staff who are domiciled in India.

(k) Proposal means the Technical Proposal and the Financial Proposal.

(l) RFP means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.

(m) SRFP means the Standard Request For Proposals, which must be used by the Employer as a guide for the preparation of the RFP.

(n) Assignment/job means the work to be performed by the Consultant pursuant to the Contract.

(o) Terms of Reference (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment /job.

2. Introduction

2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.

2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section5.

2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.

2.4 The Applicants/Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for a signed contract with the selected consultant.

2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer's representative named in part II Data Sheet before submitting a proposal and to attend a **“pre-bid meeting”** as specified in the Part II Data Sheet. **Attending the pre-bid meeting is optional.** Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carryout the Assignment/job, and make available relevant project data and reports.

2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. CONSULTANTS' PERSONNEL

3.1 The consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4. Clarification and Amendment of RFP Documents

4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

521 **Conflicting activities:** During the term of this contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's services for the preparation or implementation of the project.

522 **Conflicting Assignment/job;** The Consultant (including its Personnel) shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

523 **Conflicting relationships:** A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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

525 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per 5 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

7.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

8. Proposal Validity

8.1 Bidders' bids must remain valid for 90 days after the last date of submission of proposals i.e. **11th October, 2019 (1700 Hrs)**. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

9.3.1 The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which, the proposal shall be considered as non-responsive.

9.3.2 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal to be submitted.

9.3.3A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along-with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

9.3.4 Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the Assignment/job shall be considered on merit; however any requirement for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. will not be provided by the Employer as the rates so quoted should be all inclusive and the bidders should manage their administrative expenditure (**Form TECH-3 of Section3**).

9.3.5A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (**Form TECH-8 of Section 3**) which will show in the form of a bar chart the timing proposed for each activity.

9.3.6 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5 of Section3.

9.3.7 Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.

9.3.8 CVs of the Professional staff as mentioned in para 9.3.1 above would be signed by the authorized representative of the Bidder (**Form TECH-5 of Section3**).

9.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

9.5 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including remuneration for staff indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicability of Domestic taxes (such as: GST and income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included in the rates quoted by the consultant in the financial proposal and it will be responsibility of the consultant to pay all the taxes, fees, duties, levies etc. whichever is applicable to them.

11. Currency

11.1 Consultants shall express the price of their Assignment/job in Indian Rupees.

12 Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

(a) **An EMD of Rs. 5.00 Lakh (Rs. Five Lakh only), as a token amount, in the form of Demand Draft/Banker's Cheque, as per format at Appendix-III, from any of the Scheduled Banks only drawn in favor of Authority "DDO, DBT" and payable at New Delhi, must be separately submitted to Deputy Secretary (PFF), Room No. 709, 7th Floor, Block-2, CGO Complex, Lodhi Road, New Delhi on or before last date of bid submission i.e., 11th October, 2019 (1700 Hrs) without which the proposals shall be rejected as non-responsive. The validity period of such a Demand Draft/Banker's Cheque shall not be less than 180 (one hundred eighty) days from the last date of submission of bid.**

(b) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

(c) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with successful Bidder.

(d) In the case of the selected bidder, EMD shall be retained till it has provided a performance Security under the Contract.

(e) The Selected Consultant's EMD will be returned, without any interest, upon the selected consultant signing the Contract and furnishing the Performance Security of **10% of the value of the contract** in accordance with the provisions thereof. EMD will not be adjusted against the amount of Performance security to be furnished under the contract.

12.2 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Proposal Documents and/ or under the Contract, or otherwise, under the following conditions:

12.2.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive/collusive practice, undesirable practice or restrictive practice as specified in Clause 1.10 (Section-6 Part-II) of the General Conditions (GC) of Contract;

12.2.2 If a Bidder withdraws its bids during the period of Bid validity as specified in this RFP;

12.2.3 In the case of Selected bidder, if it fails within the specified time limit–

(a) To sign and return the duplicate copy of LOI;

(b) To sign the Contract; or

(c) To furnish the Performance Security within the period prescribed thereof in the Contract; or

(d) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

13. Submission, Receipt, and Opening of Proposal

13.1 The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signs the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

13.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked-**ORIGINAL**.

13.3 The technical bids will be opened on **14th October, 2019(1500 Hrs.)**.

14. Proposal Evaluation

14.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

14.2 The employer has constituted a Technical Evaluation Committee (TEC), which will carry out the entire evaluation process.

14.3 **Evaluation of Technical Proposals:** TEC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

14.4 The TC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Datasheet.

14.5 Opening & evaluation of the Financial Proposals:

14.5.1 Financial proposals of only those bidders who are technically qualified shall be opened on the date & time specified in the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

14.6 Once the bid is received and opened, no correction in the document will be made in any case by anybody.

14.7 *Quality and Cost Based Selection (QCBS) will be adopted for final selection of the Bidder.*

15. Award of Contract

15.1 After selection, the Employer shall issue a Letter of Intent (LOI) to the selected bidder and promptly notify all other bidders who have submitted proposals about the decision taken. The LOI shall be issued, in duplicate, by the Authority to the Selected bidder and the Selected bidder shall, within 3 (three) days of the receipt of the Letter of Intent, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Consultant is not received back by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof on request of such consultant within the aforesaid stipulated time, appropriate the EMD of such Bidder as Damages on account of failure of the Selected bidder to acknowledge the LOI.

15.2 The selected bidder will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within ten (10) working days from the receipt of the letter of Intent.

15.3 The selected bidder is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

16. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidder who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's anti-fraud and corruption.

INSTRUCTIONS TO BIDDERS

Part-II

DATA SHEET

1. Name of the Employer:
2. Name of the Assignment/job:
3. Date & time for submission of proposal/bid:

RFP Start date 16/09/2019
RFP END date 11/10/2019 (5.00PM)

4. The Employer's representative is: Deputy Secretary (PFF)
5. The Employer will provide the following inputs and facilities:

The Employer shall share the requisite information/data/documents pertaining to the proposed study, available with the Department, Government of India with the-Bidder(s) for the purpose of conducting the Evaluation Study:

- (i) **Existing Guidelines, Programmatic and financial norms of various components under the Biotechnology Schemes** (i) Agriculture and allied areas, (ii) Affordable healthcare & medical technology, (iii) Food & nutritional security, (iv) Animal biotechnology, environmental safety, clean energy & bio-fuel, bio-manufacturing,
- (ii) Annual Reports of the DBT.
- (iii) Any other relevant information required for such purposes.

6. Proposals must remain valid for 90 days after the last date of submission of proposal i.e. 10/01/2020 by 17:00hrs.

9. Clarifications may be, if required, sought/ requested not later than the day of Pre-bid meeting or else through email at narasimhan.t@nic.in followed by written communication, at least, 1 day prior to the Pre-bid meeting.
10. The estimated number of professional staff-months required for the Assignment/job is:
[Indicate the requirement/expertise for each key professional for example financial analyst, planner and other experts]
11. The formats of the Technical Proposal to be submitted are:

Form Tech 1: Letter of Proposal/bid submission
Form Tech 2: Bidder's organization & experience
Form Tech 3: Comments & suggestions on TOR
Form Tech 4: Approach & methodology
Form Tech 5: Team composition
Form Tech 6: Curriculum vitae
Form Tech 7: Staffing Schedule
Form Tech 8: Work Schedule
Form Tech 9: Comment / modification suggested on draft contract.
Form Tech 10: Information regarding any conflicting activities and declaration thereof.
12. Bidder to state the cost in Indian Rupees:
13. Time Schedule of Process of Proposals

The Ministry/Department shall adhere to the following schedule:

S. No.	Event Description	Date
1.	Date of issue of invitation letters for RFP to the eligible applicants	16.09.2019
2.	Date of Pre-Bid meeting	30.09.2019 (1500Hrs)
3.	Last Date of submission of RFP	11.10.2019 (1700Hrs)
4.	Date of opening of RFP (Technical Bids)	14.10.2019 (1100 Hrs)
5.	Date of Technical Presentation	18.10.2019 (1500 Hrs)
5.	Opening of Financial Bids	22.10.2019 (1200 Hrs)

14. **Evaluation Criteria:** The procedure for detailed evaluation of technical qualifications Criteria, sub-criteria and point system for evaluation to be followed under this procedure is asunder:

Classification of Weightage for conducting Evaluation Study

Particulars	Weight
1. Overall Experience of Firm	20
a. Number of assessment/ review/evaluation studies related to Scientific projects (including core biotechnology) related Project/Programme	10
- Private Sector (two or more)	02
- Government including PSU (two or more)	04
-Multilateral agencies i.e. UNESCO, UNICEF, IBRD, WB etc. (two or more)	04
b. Related Project/Programme including Monitoring Assignment	06
- Private Sector (two or more)	01
- Government including PSU (two or more)	03
-Multilateral agencies i.e. UNESCO, UNICEF, IBRD, WB etc.	02
c. Experience of working in similar projects for States/ national level/ international level (up to 6 years—2; 7 to 9 years—3, and 10 & above—4)	04
2. Approach and Methodology	40
Detailed approach and methodology including usage of ICT tools specifying the design of evaluation study,	10
Details of sampling process	10
Work Plan and Staffing Schedule	10
Work plan schedule for preparation of various Questionnaires & schedules (less than 10 days)	2
Time schedule for collecting data (less than 30)	2
Time schedule for data tabulation, compilation and summary (less than 10 days)	2
Time schedule for preparing graphs and Tables (less than 5 days)	2
Time schedule for Report preparation (less than 5 days)	2
Mode & tools of analysis of Desk study data	05
Mode & tools of analysis of Field study data	05
3. CVs of Key Staff	30
Chief /Principal Consultant	20
a. Years of relevant experience (10 or more)	08
b. Professional education (Ph.D./ MBA)	07
c. Years with the firm (more than 2years)	05
Team Members	10
d. Years of relevant experience (3 or more)	04
e. Professional education (Masters degree)	03
f. Years with the firm (more than 1 year)	03
4. Track Record of previous projects	10
No. of projects completed on time	5
Training capability (including technical assistance for project implementation)	3
Capability for transfer of knowledge (including MIS based project monitoring)	2

15. Each proposal should furnish supporting documents for all the above criteria in the format below:

Particulars	Number relevant)	(if	List of Supporting Documents	Reference Page No.
1. Overall Experience of Firm				
a. Number of assessment/ review/evaluation studies related to similar Project/Programme - Private Sector - Government including PSU -Multilateral agencies i.e. UNESCO, UNICEF, IBRD, WB etc.				
b. Related Project/Programme including Monitoring Assignment - Private Sector - Government including PSU -Multilateral agencies i.e. UNESCO, UNICEF, IBRD, WB etc.				
c. Experience of working in related projects for States/ national level/ international level				
2. Approach and Methodology				
Detailed approach and methodology including usage of ICT tools specifying the design of evaluation study,				
Details of sampling process				
Work Plan and Staffing Schedule Work plan schedule for preparation of various Questionnaires & schedules Time schedule for collecting data Time schedule for data tabulation, compilation and summary Time schedule for preparing graphs and Tables Time schedule for Report preparation				
Mode & tools of analysis of Desk study data				
Mode & tools of analysis of Field study data				
3. CVs of Key Staff				
Chief /Principal Consultant				
a. Years of relevant experience				
b. Professional education				
c. Years with the firm				
Team Members				
d. Years of relevant experience				
e. Professional education				
f. Years with the firm				
4. Track Record of previous projects				
No. of projects completed on time				
Training capability (including technical assistance for project implementation)				
Capability for transfer of knowledge (including MIS based project monitoring)				

16. Each responsive technical proposal will be assigned a technical score point as mentioned in the above evaluation criteria. **Minimum technical score which the bidder is required to obtain for making the bidder eligible for opening of Financial Bid and evaluation will be 70points out of 100.**

17. Financial Bids of those bidders who have secured minimum that is **70% and more in the technical evaluation**, the completeness of the Financial Bid in terms of computational errors along with the details shall be examined before analyzing the entire Financial of every technically qualified Bidder.
18. **In deciding the final selection of the Bidder, Quality and Cost Based Selection (QCBS) would be adopted.**
19. For inviting proposals for conducting the Evaluation study on DBT Schemes from the Institute/Agencies/Consultants, it has been decided that a single bid is invited for the National level only. Accordingly, the RFP has been suitably prepared.
20. Location for Assignment/Job: Headquarters of Consultant i.e. address specified in letter of proposal submission as in Form TECH-1.
21. The **consultant will submit the final report within 4 months** of the date of signing of agreement, after considering the comments of the Ministry/Department on the draft report. The bidders will indicate their own estimate of number of professional staff-months and break-up among the team-members based on the Terms of Reference (TOR). The relevant Technical Forms is to be filled up accordingly.

Section 3
Technical Proposal – Standard form

LETTER OF PROPOSAL SUBMISSION

[Location,
Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and we understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature & seal [In
full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc. shall be provided]

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually or as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Consultant/Agency/Firm's Name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client i.e., copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

**COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON COUNTER PART STAFF AND
FACILITIES TO BE PROVIDED BY THE EMPLOYER**

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal.

You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Technical Approach and Methodology.** In this chapter, you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of FormTECH-8.

c) **Organization and Staffing.** The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Qualifications	Experience in the field of Elementary education (in years)	Position / Task assigned for this job

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Experience in the field of Elementary Education:
11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
12. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

[Signature of staff member or authorized

Place:

representative of the staff]

[Full name of authorized representative]:

STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)	Total Months
		1 2 3 4 5 6 7 8 9 10 11 12	

1.

2.

3.

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and fieldwork.

WORK SCHEDULE

S.No.	Activity	Months												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	
1.														
2.														
3.														
4.														
1	Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.													
2	Duration of activities shall be indicated in the form of a bar chart.													

**COMMENTS / MODIFICATIONS SUGGESTED ON
DRAFT CONTRACT**

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

FORM TECH-10

INFORMATION REGARDING ANY **CONFLICTING ACTIVITIES** AND DECLARATION

THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding onus.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4

Financial Proposal - Standard Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1]. This amount is inclusive of the all applicable taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Note: Amounts must coincide with the ones indicated under Total Cost of Financial bid in form FIN-2

SUMMARY OF COSTS

S.No.	Particulars	Amount in Rupees *	Amount in words
1	Remuneration		
2	Miscellaneous expenses		
3	GST/Service Tax / Any other tax		
4	Total		

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

Authorized Signature

Name:

Designation

Name of firm:

Address:

FORM FIN-3

BREAKDOWN OF REMUNERATION

(For details please refer to Note below)

S.No.	Name of Staff & Qualification	Position	Man Month Rates (A)		Proposed Man Months (B)	Total Amount in Rupees.* (A)*(B)
1	Key professionals *1					
2.	Support Staff *2					
	Total					

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

*1 Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category (e.g: Draftsman, Assistant etc.)

Total Remuneration=_____Amount in Rupees

(Amount in Words):

Note:

1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in formFin-4.

2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 &7.

3 Indicate separately staff-month rate for each activity separately.

Miscellaneous Expenses

(It will include only such expenses which are directly chargeable to the assignment/job)

S. No	Particulars	Unit Rate	Quantity (staff months)/number	Amount
1	Secretarial staff			
2	Office equipment			
3	Preparation of reports deliverables.			
	Total			

Section 5

Terms of Reference

Background:

The Department provides services in the areas of research, infrastructure, generation of human resource, popularization of biotechnology, promotion of industries, creation of centres of excellence, implementation of bio-safety guidelines for genetically modified organisms and recombinant DNA products and biotechnology-based programs for societal benefits. Bioinformatics is a major mission to establish an information network for the scientific community, nationally and internationally. Mission of DBT is:

- Realising full potential of biotechnology
- A well directed effort, significant investment for generation of products, processes and technologies
- Enhance efficiency and productivity and cost-effectiveness of agriculture, nutritional security, molecular medicine, environmentally sustainable technologies, scientific and technological empowerment of human resource, a strong infrastructure for research and commercialization, enhance the knowledge base, nurturing the leads of potential utility, bringing the bio-products to the market place Socio-economic development / applicants of biotech for upliftment of women, rural, SC & ST population
- Promote biotech industry

2. Aims &Objective of the proposed Study

The Department of Biotechnology is implementing several schemes and programmes aimed at popularizing development and commercialization in the file of modern biology and biotechnology in India viz.

- (a) Agriculture and allied areas
- (b) Affordable healthcare & medical technology,
- (c) Food & nutritional security
- (d) Animal biotechnology, environmental safety, cleans energy & bio-fuel, bio-manufacturing, etc.

The extent of impact of these schemes/programs can be assessed through outcomes such as patents/publications etc.

The study should cover the landscape analysis of the following schemes for the last 20 years divided into 2 appropriate time-frames:

- a. Medical Bio-Technology**
- b. Agriculture, Animal and Allied Sciences**
- c. Knowledge Generation& Discovery, Research, New Tools and Technologies**
- d. Energy, Environment and Bio-resource based applications**
- e. Research Facilities, Resources & Technology Platforms**

3. Scope of Work:

The brief scope of work is divided in two parts and is as follows:

PART A: INSIGHTS FROM BASIC RESEARCH AS MEASURED BY SCHOLARLY PUBLICATIONS

- **Comprehend the overall biotechnology research activity across the globe**

- I. Comprehend global research trends in overall biotechnology research during last 20 years (volume, impact, highly cited research and international collaboration).
- II. Identify the top twenty countries and organizations based on research output to aid future international collaborations decisions.

- **Comprehend the biotechnology research activity in major sub-disciplines of this field.**

- I. Comprehend the global research trends in each of the four sub-disciplines' of biotechnology (volume, impact, highly cited research, international collaboration).
- II. Identify the top countries and organizations within each sub-discipline per country to aid future international collaborations decisions.

- **Highlight the biotechnology research trends in India**

- I. Comprehend the research trends overall and by sub-disciplines (volume, impact, highly cited research, international collaboration).
- II. Identify the top organizations from India with significant research performance in biotechnology.

- **Highlight the contributions of DBT to biotechnology research in India**

- I. Identify the extramural research output from DBT funding based on funding acknowledgements for DBT, DBT schemes and grants.
- II. Identify the additional extramural research output from DBT funding based on the publication list reported by Principal Investigators(2014-2018)
- III. Identify the intramural research output of DBT.
- IV. Understand the total research contributions of DBT based on the above three.

Explore emerging research areas utilizing biotechnology research

- I. Identify the global emerging research topics within biotechnology based on highly cited and high-velocity research clusters.
- II. Understand the activity of DBT within the identified emerging research frontiers to highlight the contributions/white spaces.

PART B: INSIGHTS FROM APPLIED RESEARCH AS MEASURED BY PATENTS

- **Identify DBT's patent volume, filing trends, geographic expansion, technologies patented, and collaborations.**

- **Understand overall innovation trends in Biotechnology.**

- I. Timeline analysis to visualize the overall invention volume.
- II. Overall and innovation country-wise grant ratio (including India).

- **Analyze the Geographic trends (invention country-wise, and geographic expansion-wise)**

- I. Country-wise analysis (including India) to visualize the innovative jurisdictions in biotechnology.
- II. Country-wise analysis (including India) to visualize the commercial jurisdictions of interest.

- **Identify the top 20 Global organizations and top 20 Indian organizations with patents in biotechnology**

- I. Analyze the innovation trends for the top 20 Global organizations.
- II. Analyze the innovation trends for the top 20 Indian organizations.

- **Identify the Highly cited Patents within Biotechnology**

- **Identify the top 25 players per sub-field discipline to aid collaboration and commercialization decisions.**

- **Perform the text-mining analytics to create themespaces that help identify and highlight the innovation clusters in each sub-discipline?**

- **Analyze the high and low areas of technical activity within biotechnology field.**

- **Identify emerging innovation disciplines within biotechnology**

- I. Identify the recent technologies and high-volume technologies for the top 10 countries and identify the top categories of emerging innovation.
- II. Identify the contribution of DBT to the categories identified.

Section 6- STANDARD FORM OF CONTRACT

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CONTRACT FOR CONSULTANTS' SERVICES

Between

[Name of the Client]

And

[Name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the -Contract) is made the [day] day of the month of [month],[year],between thePresident of India acting through (designation),Ministry of -----, Department of -----, Government of India, (office address), [name of employer] (hereinafter called the -Employer), of the First Part and, [name of Consultant] (hereinafter called the -Consultant) of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: —...(hereinafter called the -Employer) and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the -Consultant).

WHEREAS

¶ the Consultant, having represented to the -Employer that he has the required professional skills, personnel and technical resources, has offered to provide in response to the RFP Notice dated issued by the Employer;

¶ the Employer has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the Employer

Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Stamped & Signed by -----

In presence of

1. For and on behalf of the President of India[name of
-Employer]

(Witnesses)

(i)

[Authorized Representative]

(ii)

2. For and on behalf of [name of Consultant] with seal

In presence of
(Witnesses)

(i)

[Authorized Representative]

(ii)

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members
Of the Consultant.

[name of member]

[Authorized Representative]

4.[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms when ever used in this Contract have the following meanings:

- (i) **Applicable Law** means the laws and any other instruments having the force of law in India for the time being.
- (ii) **Consultant** means any private or public entity that will provide the Services to the Employer under the Contract.
- (iii) **Contract** means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (iv) **Day** means calendar day.
- (v) **Effective Date** means the date on which this Contract comes into force and effect pursuant to Clause GC2.1.
- (vi) **Foreign Currency** means any currency other than the currency of the Employer's country.
- (vii) **GC** means these General Conditions of Contract.
- (viii) **Government** means the Government of India
- (ix) **Local Currency** means Indian Rupees.
- (x) **Member** means any of the entities that make up the joint venture/consortium/association; and **Members** means all these entities.
- (xi) **Party** means the Employer or the Consultant, as the case may be, and **Parties** means both of them.
- (xii) **Personnel** mean professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof.
- (xiii) **SC** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (xiv) **Services** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (xv) **Third Party** means any person or entity other than the Employer or the Consultant.
- (xvi) **In writing** means communicated in written form with proof of receipt.

12 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant subject to this Contract has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.

13 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. (Hqrs of DBT i.e. Delhi)

14 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

15 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

16 Location: The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

17 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the 'Employer' under this contract, including without limitation the receiving of instructions and payments from the Employer. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

18 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the SC.

19 Taxes and Duties: The Consultant and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- ⌋ Corrupt practice means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ⌋ fraudulent practice means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- ⌋ collusive practices means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- ⌋ coercive practices means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the Effective Date) of the Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

22 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect thereto.

23 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

24 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

25 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

26 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

27 Force Majeure

2.7.1 Definition(a) For the purposes of this Contract, 'Force Majeure' means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations here under.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required here under.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing 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.

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the-Employer, shall either:

(i) demobilize,; or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC8.

28 Suspension: The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

29 Termination

By the “Employer: The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

(i) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the -Employer may have subsequently approved in writing.

(ii) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services

under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

- (iii) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (iv) If the Consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (v) If the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.
- (v)(a) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (vi) If the consultant fails to provide the quality services as envisaged under this Contract. The Committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Committee may decide to give one chance to the consultant to improve the quality of the services.
- (vii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (viii) If the Employer, in its sole discretion and for any reasons what soever, decides to terminate this Contract.

1. In such an occurrence the Employer shall give a not less than thirty (30) days written notice of termination to the Consultant.

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause GC 2.9.2.

- (i) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (ii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (iii) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (iv) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Employer of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Employer shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the Employer may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (i) through (vii) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof.

3. OBLIGATIONS OF THECONSULTANT

31 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Third Parties.

32 Conflict of Interests: The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

33 Confidentiality: Except with the prior written consent of the Employer, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

34 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain insurance, at their own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverage specified in the SC, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

35 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Employer or its designated representative and/or the Employer, and upto five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer or the Employer, if so required by the Employer or the Employer as the case may be.

36 **Consultant's Actions Requiring "Employer's Prior Approval:** The Consultant shall obtain the Employer's prior approval in writing before making any change or addition to the Personnel listed in Appendix C.

37 **Reporting Obligations:** The Consultant shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

38 **Documents Prepared by the Consultant to be the Property of the Employer:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Employer under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4. CONSULTANTS' PERSONNEL

41 **General:** The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

42 **Description of Personnel:** The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the Employer, his/her name is listed as well.

- (i) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.
- (ii) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

43 **Approval of Personnel:** The Personnel listed by title as well as by name in Appendix C are hereby approved by the Employer. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). If the Employer does not object in writing (stating the reasons for the objection) within twenty one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Employer.

44 **Removal and/or Replacement of Personnel:** (a) Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

- (i) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (ii) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

45 **Resident Project Manager:** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 **Assistance and Exemptions:** Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant or Personnel to perform the Services.

- (b) 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.
- (c) Provide to the Consultant and Personnel any such other assistance as may be specified in the SC.

52 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. Goods and services tax (GST) or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC6.1(b).

53 Services, Facilities and Property of the Employer: (a) The Employer shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

54 Payment: In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

55 Counterpart Personnel: (a) If necessary, the Employer shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Employer with the Consultant's advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding Employer's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THECONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Employer.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 here of, the Parties shall agree that additional payments shall be made to the Consultant in

order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

62 **Currency of Payment:** All payments shall be made in Indian Rupees.

63 **Terms of Payment** The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC6.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) **Final Payment:** The final payment as specified in SC 6 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOODFAITH

7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, such dispute regarding any matter under contract will be decided by the employer. The jurisdiction of the court of law will be within Delhi. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of the contracted party, if the employer suffers losses/damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as a reasonable estimate of the damages. The employer is not liable to pay any of the damages as mentioned hereunder or anywhere in the agreement, as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% (ten percent) of the total value of the contract as specified in **Appendix-D**.

10. Adherence to the time schedule is the essence of the contract and the given timelines have to be strictly followed by the Consultant.

11. Miscellaneous provisions:

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (i) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (ii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iii) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (iv) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (vi) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	<p>The addresses are:</p> <p>1.-Employer: Attention : Facsimile:</p> <p>2. Consultant : Attention : Facsimile:</p>
2.	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3.	1.8	<p>The Authorized Representatives are:</p> <p>For the -Employer:</p> <p>For the Consultant:</p>
4.	2.1	<p>The effectiveness conditions are the following:</p> <p>Selected organization/agency to provide Performance Security of 10% of the total cost of the contract value to the Employer (Authority) within 7 (seven) days from the date of receipt of Letter of Intent.</p>
5.	2.2	<p>Total time period shall be 4 months for completion of study and submission of draft report and final report to the employer/accepting authority from the date of signing of the contract.</p>
6.		<p>Schedule of Payment</p> <p>The schedule of payment will be as under:</p> <p>A. First installment of 30% after finalization of contract agreement on the receipt of performance security of 10% within the prescribed time limit.</p> <p>B. Second installment of 30% of the total cost on submission of 10 copies of draft report.</p>

		<p>C. Third and final installment of 40% of the approved total cost of the assignment on submission and acceptance of the final report by the employer/authority.</p> <p>(i) TDS as applicable will be deducted against all payments made against the total value of the contract.</p> <p>(ii) Service tax applicable will be deducted at the time of payment of each installment.</p> <p>(iii) All the payment will be made by RTGS/NEFT for which the organization/agency will provide requisite details in the prescribed mandate form.</p> <p>All these payments will be released by DDO, DBT, New Delhi.</p>
7.	6.1 (b)	The ceiling in local currency is: [insert amount and currency]
8.		The Arbitration proceeding shall take place in Delhi/New Delhi in India.

Binding signature of Employer Signed by _____
(for and on behalf of the President of India)

Binding signature of Contractor Signed by _____
(for and on behalf of _____ duly
authorized vide Resolution No _____
dated _____ of the Board of Directors of
_____)

In the presence of (Witnesses)

- 1.
- 2.

Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Employer and the Consultants, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by Employer, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here - Not applicable.

APPENDIX C – STAFFING SCHEDULE

(Include the agreed staffing schedule)

APPENDIX D – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the Employer).

MANDATE FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

A. DETAIL OF ACCOUNTHOLDER:

OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/EMAIL	

B. BANK ACCOUNT DETAILS:

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS TELEPHONE NUMBER AND E-MAIL	
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSCCODE	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	
BSR CODE OF BANK	
DATE OF EFFECT	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user instruction responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date :

Signature of Customer & Seal

Certified that the particulars furnished above are correct as per our records.

Date:

Signature of Customer & Seal

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. IncaseyourBranchispresentlynnot—RTGSenabledthenuponitsup-gradationto—RTGS Enabled branch. Please submit the information again in the above proforma to the

Department at earliest.

PERFORMANCE SECURITY
(Refer clause 2.1 of GC of the Contract)

The Secretary
Department of Biotechnology,
Ministry of Science & Technology,
Government of India

WHEREAS:

- (A) (the **Consultant**) and the Secretary, Department of Biotechnology, Ministry of Science & Technology, Government of India (the **Authority**) have entered into a Contract dated (the **Contract**) whereby the Authority has agreed to the Consultant for undertaking a study on **“Research Landscape and Performance Benchmarking study of all the schemes of Department of Biotechnology, New Delhi.”** The Agreement requires the Consultant to furnish a Performance Security to the Authority in a sum of Rs.....(Rupees) (the **Guarantee Amount**) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement) and for a period of 60 days beyond 4 (four) months from the Effective Date (as defined in the Agreement).
- (C) We,.....through our Branch at.....(the **Bank**) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows: PERFORMANCE SECURITY

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in the due and faithful performance of all or any of the Consultant's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of Deputy Secretary to the Authority that in case the Consultant commits default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Consultant is in default in due and faithful

performance of its obligations during the Guarantee Period under the Agreement and its decision that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Consultant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation 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 Consultant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Consultant under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of the Guarantee Period, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the Consultant for release of the Performance Security along with the particulars required to satisfy the expiry of Guarantee Period, the Authority shall release the Performance Security forthwith.

9. We the Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement

Signed and sealed thisday of, 20at

SIGNED, SEALED AND DELIVERED

For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) 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.

Bank Guarantee for Earnest Money Deposit

(Refer Clauses 12.1 of Section-2, Part I of RFP)

B.G. No. Dated:

1. Inconsideration of you,*****,having its office at*****,(hereinafter referred to as the Authority, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of.....(a trust/society/company) and having its registered office at (herein after referred to as the Bidder which expression shall unless sitberepugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **“Research Landscape and Performance Benchmarking study of all the schemes of Department of Biotechnology, New Delhi.”**(herein after referred to as the Project) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract agreement (herein after collectively refer redto as Bidding Documents), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the Bank), at the request of the Bidder, do hereby in terms of Clause12.1. and12.2 of Section-2, Part I of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably Under take to pay forthwith to the Authority an amount of Rs. 5,00,000 (Rupees Five lakh only) (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 Bidding Documents.
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 Bidding Documents shall be final, conclusive and binding on the Bank.
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 fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 5, 00,000 (Rupees Five lakh only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (ninety) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. 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 fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. 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.

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

8. 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.

9. 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.

10. 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.

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

12. 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.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 5 lakh (Rupees Five lakh only) 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 9 hereof, on or before 08.11.2019.

Signed and Delivered by..... Bank

By the hand of Mr./Ms.....,its..... and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)