

Tender for “Managing Process of selection of Buffer Stock Management Agency”

Tender No.: DoCA/001/BS/2016

Dated: 14th October 2016

**Tender issuing Authority : Department of Consumer Affairs
Ministry of Consumer Affairs, Food & Public Distribution
Government of India
Krishi Bhawan New Delhi -110001**

Index

Project name: Appointment of Consultant for managing the Bidding Process for selection of Buffer Stock Management Agency

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**Department of Consumer Affairs
Krishi Bhawan
New Delhi**

Letter Inviting bid

1. Notice inviting bid

Tender No. DoCA/001/BS/2016

Date: 14.10.2016.

Subject: Appointment of Consultant for managing the Bidding Process for selection of Buffer Stock Management Agency

Government of India has decided to create buffer stock of pulses to maintain price stability in domestic market. Initially the buffer stock would comprise of different types of Pulses (Toor/ Urad/Masoor/Chana/moong etc) upto quantity of 2 million tonnes per annum and intends to engage professional buffer stock management agency to manage and operate the buffer. The Buffer Stock Management Agency would be required to

- have expertise in procurement, storage and preservation of pulses from domestic /international market.
- have adequate storage facilities and logistics network/access to such storage and logistic network
- Ensure maintenance of stocks and liquidation as per Government directives from time to time.

The present tender is for appointment of Consultant for managing the bidding process for selection of Buffer Stock Management Agency.

Bidders are required to submit “Unpriced Technical Bid” along with supporting documents in **physical mode only**. Bid documents must be mandatorily Binded, Indexed and completely Page numbered as per tender document. **“Price Bid” is to be submitted through electronic mode for which bidders may log on to website <https://mmtc.eprocure.in>**

For submitting bids through physical mode, bidders are required to submit “Unpriced Technical Bid” along with supporting documents. The envelopes shall be enclosed in a main envelope with name of the bidding company, contact person, phone, fax, e-mail address, tender no. and closing date clearly superscripted on the main envelope. Incomplete offer or offer received after the closing date and time shall be rejected.

2. Introduction

Department of Consumer Affairs (DoCA) is the Administering Authority of Price Stabilisation Fund. A buffer stock of 2 million tonne pulses is to be created through the Fund so as to ensure domestic price stability of pulses in the Indian market. This stock will be maintained on revolving basis year after year. A suitable Buffer Stock Management Agency is required to be identified for this purpose for each of 4 zones (North, South, East and West zones). Consultant is required to advise on the zone wise allocation of buffer stock for optimal efficiency in a transparent manner. To identify the Buffer Stock Management Agencies through a transparent tender process, an Expression of Interest is required to be issued. The Department of Consumer Affairs has therefore invited bids from Consultants for preparation of Expression of Interest for identification of Buffer Stock Management Agency. **The Consultant would be required to prepare tender bid documents for identification of Buffer Stock Management Agency and manage the bidding process for final selection.**

3. Definitions

3.1 With respect to this document, the following definitions shall apply:

- I. "Instructions to Bidders" shall mean the documents describing the manner in which Bidder shall prepare and submit its bid.
- II. "Notice Inviting Bid" (NIB) shall mean DEPARTMENT OF CONSUMER AFFAIR's request to Bidder for a Bid/ Tender together with the Bidding Document.
- III. "Tender" or "Bid" shall mean Bidder's offer to perform the Services, in accordance with Bidding Document.
- IV. "Tender Document" or "Bidding Document" shall mean the documents issued to the Bidder including any subsequent addenda to enable Bidder submit the Bid.
- V. "Bidder" or "Tenderer" shall mean the person or company who receives the Tender Document or Bidding Document and submits Tender or Bid to DEPARTMENT OF CONSUMER AFFAIR.

3.2 It shall be Bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

4. Salient features of bidding document

Bidding document on Government website	:	From 14.10.16 .to 1500 Hrs on 4.11.16.
Pre-bid meeting	:	A Pre-Bid Meeting shall be held at 1500 hours (IST) on 21.10.16. at MMTC Limited ,Core 1 Scope Complex 7 Lodi Road New Delhi 110003 . Bidder may submit their queries in the format enclosed in the bidding document, if any, latest by 1300 hours of 20.10.16 addressed to Economic Advisor, Department of Consumer Affairs

	at fax no. 011-24364587 or email: nb@mmtclimited.com
Last date and time of submission : of Bids	1500 hours. (IST) on 04.11.2016
Mode	ELECTRONIC MODE for Price bid: Bidders may log on to website https://mmtc.eprocure.in PHYSICAL MODE for technical bid: Through physical submission at following address: MMTC Limited Core 1 Scope Complex 7 Institutional Area Lodi Road New Delhi-110003
Opening of unpriced technical : bids	1530 hours (IST) on 4.11.16 . In presence of authorized representatives of participating bidders and tender Committee constituted by Department of Consumer Affairs.

Bidders selected for opening of their price bids shall be informed about the date of presentation and price bid opening at later stage.

If any of the days mentioned above happens to be Government declared holiday, the next working day shall be implied.

5. Project schedule

To successfully achieve the objective of the project, the Consultant would be required to prepare and finalise Expression of Interest within a period of 1 month from the date of letter of acceptance/fax. The Expression of Interest has to be invited before 06.02.2017.

6. Scope of work and deliverables

Scope of work

- Preparation of EOI for managing buffer stock.
- Understand the pulses trade both in India and also globally.
- Understand and map current core competencies of the business with respect to market and competitive landscape.
- Prescribe the required qualifying standards to be incorporated in the EOI for identifying Buffer Stock Management Agency.
- The Consultant also has to analyse the bids received at the technical stage and advise the Department of Consumer Affairs on the shortlisted parties qualifying in the Technical round Consultant will also assist in tender evaluation and price bid analysis.
- The Consultant is required to work in close coordination with all stakeholders and maintain constant interaction with Department of Consumer Affairs (DoCA).
- The Consultant will also assist in selection of successful bidder.

7. Bid qualification criteria

Net worth of the Bidder in the immediate preceding three Financial Years (FY) should be positive. Bidder to submit the audited annual year report for the immediate three preceding FY (including Profit & Loss Account Statement and Balance Sheet) or submit a declaration from their Statutory Auditor stating that the net worth of the Bidder is positive in the immediate preceding three FYs. In case Financials for 2015-16 are yet to be finalized, Bidders may submit audited Net Worth as on 31-03-2015 and Unaudited Provision Net Worth as on 31-03-2016 with certificate issued by Auditors / CFO / Authorized Signatory that Annual Accounts for FY 2015-16 are not finalized.

However, if finalization of Annual Year Report of the Bidder is not mandatory as per law, Bidder to submit the audited annual year report for the immediate preceding financial year (including Profit & Loss Account Statement and Balance Sheet) of their parent company or submit a declaration from the statutory auditor of their parent company stating that the net worth of the parent company is positive in the immediate preceding three FY. Further, Bidder shall also be required to submit a declaration from the statutory auditor of their parent company that the financial accounts of the Bidder (Indian entity) is not audited.

Bidder has to compulsorily submit the audited balance sheets and profit & loss account for the immediate preceding three financial year, for evaluation of the net worth.

The offer of the Bidder whose net worth or their parent company's net worth, as above, is "negative" in the immediate three preceding financial year shall not be considered for further evaluation.

8. Evaluation

Evaluation of offer/ proposal shall be done on Combined Quality Cum Cost Based System (CQCCBS) as detailed in the Instructions to Bidders (ITB) enclosed in the Bidding Document. Under the CQCCBS, the Technical Proposal, i.e., Unpriced Technical Bid Evaluation will be allotted weightage of 80% (Maximum Marks = 100) and the Price Proposal will be allotted weightage of 20% (Maximum Marks = 100). Bidder shall be required to submit documents as specified in (ITB) w.r.t the Unpriced Technical Bid Evaluation.

All documents furnished by the Bidder in support of meeting the Net Worth and as per the requirement of Unpriced Technical Bid Evaluation Criteria detailed in ITB shall be signed and stamped by the bid signatory.

Experience of only the bidding entity shall be considered except as specified in the Instructions to Bidders (ITB). A job executed by a Bidder for its own plant / projects shall not be considered as experience for the purpose of Unpriced Technical Bid Evaluation. However, jobs executed for Subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of Unpriced Technical Bid Evaluation subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary / Holding company. Such Bidders shall submit these

documents in addition to the documents specified in the Bidding Document for Unpriced Bid Evaluation. Any form of consortium or sub-contracting is not allowed under this Bid.

9. General

9.1 Bidder should not be on negative list / black listed by any PSU or Govt. Department. Bidder to submit an undertaking in this respect as per **Form N**.

9.2 Bidder shall not be under liquidation, court receivership or similar proceedings.

The complete Bidding Document is available on the Department of Consumer Affairs website: <http://consumeraffairs.nic.in/>, MMTC website www.mmtclimited.com on e-tender: <https://mmtc.eprocure.in> and on Government website: <http://eprocure.gov.in/cppp>

9.3 Corrigenda/Addenda, if any, shall also be available on the above mentioned web sites. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by mail.

9.4 Bidding documents shall at all times remain the exclusive property of the DoCA.

9.5 Bidder may note that Bid shall be submitted on the basis of "ZERO DEVIATION" and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as nonresponsive and may be liable for rejection.

9.6 Unpriced Technical part of the bids shall be opened on the due date, in the presence of authorized representatives of Bidders.

9.7 The date and time for the opening of price part of the bids shall be communicated to technically qualified Bidders at later stage.

9.8 DoCA shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.

9.9 DoCA reserves the right to reject any or all the bids received at its discretion and to annul the bidding process at any time without assigning any reason whatsoever.

9.10 Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.

9.11 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such Bidder will be debarred from bidding in all Government tenders .

9.12 For detailed specifications, terms and conditions and other details, refer bidding document.

9.13 Clarification, if any, can be obtained from DoCA or MMTC through Telephone – 011 – 41083100 , E-mail – nb@mmtclimited.com, Fax– 011- 24364587.

10. Instructions to bidders

Introduction

- 10.1 DoCA Limited, under the Ministry of Food ,Public Distribution and Consumer Affairs is entrusted with the job of administering the Price Stabilization Fund . The main objective of the Fund is to ensure price Stability of select agri/horticultural commodities .
- 10.2 DoCA wishes to engage a Consultant for advising the process of appointment of Buffer Stock Management Agency. The Consultant is required to prepare EOI , analyse the bids received . DEPARTMENT OF CONSUMER AFFAIR's (DoCA)Strategic Roadmap Creation and Implementation of Buffer Stock is herein after referred to as Project. DoCA is also referred to as 'Owner' for the job of engaging a Consultant for managing the process of Selection of Buffer Stock Management Agency .
- 10.3 The Scope of Work is as mentioned in the "Phase-wise scope of work and deliverables" section in the Bidding Document .

11. Eligible bidders

Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the Bid to commit the Bidder.

- 11.1 The invitation of bid is open to the Bidder(s) who qualify on the eligibility criteria.
- 11.2 Bidder should not be under liquidation, court receivership or similar proceedings.
- 11.3 The Bidder shall not be on negative list of DEPARTMENT OF CONSUMER AFFAIR as on the due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such Bidders shall not be considered for opening / evaluation / award.
12. If the Bidder is placed on negative list of Government of India Regulatory agencies or by any Indian Government Department after opening of unpriced bids but before opening of price bids, further evaluation shall be stopped and the corresponding price bid will not be opened.

13. Cost of bidding

- 13.1 All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. DEPARTMENT OF CONSUMER AFFAIR in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

14. Acknowledgement & confirmation

14.1 The Bidding Document can be downloaded from the designated website(s) of DEPARTMENT OF CONSUMER AFFAIR. The Bidding Document shall consist of the following and should be read in conjunction with any amendment issued subsequently:

- Notice for bidding
- Instructions to Bidders and its attachments.

- Commercial Terms & Conditions (CTC)
- Schedule of Rates (SOR)
- Technical Part – Phase wise scope of work and deliverables

14.2 Bidder shall submit the Master Index of the Bidding Document duly signed and stamped in token of having received, read and complied to all parts of Bidding Document. The Bidding Document shall be read in conjunction with any amendment.

14.3 The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect may result in the rejection of the Bid.

14.4 Bidding documents once downloaded are non-transferable in other name and shall at all times remain the exclusive property of the Owner with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

15. Clarification of bidding document

15.1 Although the details presented in this Bidding document consisting of Commercial Terms & Conditions and phase wise scope of work and deliverables have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood and it includes all documents as per the Index.

15.2 Bidders are requested to resolve all their clarifications/queries to the Bidding Document before due date of submission of bid and submit their bid in total compliance to Bidding Document without any deviation /stipulation /clarification /assumption. Accordingly, Bidder must submit format for "Compliance to bid requirement" as per the format enclosed in the Bidding Document duly filled in along with Unpriced part of bid.

15.3 The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible.

15.4 The Bidder (s) or his designated representative, may attend a pre-bid meeting. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.

16. Amendment of bidding document

16.1 DEPARTMENT OF CONSUMER AFFAIR may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance.

16.2 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions

issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

17. Language of bid

17.1 The Bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and DEPARTMENT OF CONSUMER AFFAIR shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

17.2 In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

18. Compliance to bid requirement

18.1 Bidder to note that this is a ZERO deviation Bidding Document. Owner will appreciate submission of offer based on the provisions indicated in the Bidding Document to avoid wastage of time and money in seeking clarifications on technical / commercial aspect of the offer.

18.2 Accordingly, Bidder must submit format for "Compliance to Bid requirement" as per as per the format enclosed in the Bidding Document duly filled in along with Unpriced part of Bid.

18.3 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidder to make good such deficiency.

19. Documents comprising bid

The Bid should be prepared by the Bidder and shall be submitted in two parts as per the following details.

- i. PART – I : Unpriced Technical Bid
- ii. PART - II : Price Bid

19.1 PART- I

This part shall contain scanned copies of Unpriced Technical bid, which shall comprise the following, and shall be serially numbered and arranged in the order:

- i. Covering letter of Bid on Bidder's letter head as per the proforma given in the Bidding Document.
- ii. Index of the Bidding Document and subsequent Amendments / Addendums to the Bidding Document duly signed and stamped by the Bidder in token of having received and read all parts of the Bidding Document including amendments/addendums and having accepted and considered the same in preparing and submitting the Bid.

- iii. Power of Attorney in favor of signatory (ies) of the bid.
- iv. Documents as mentioned in **Clause 31.12** (Unpriced Bid Evaluation Criteria) of ITB along with the duly filled relevant Forms as per Form- **A1, A2, A3 & A4** of Proposal Forms.
- v. Declaration for Net Worth as per **Form-B** of Proposal Forms along with supporting documents, i.e., Annual financial statements/ declaration by statutory auditor etc. as mentioned in the LIB
- vi. Affidavit as in **Form C** duly notarized .
- vii. Compliance to Bid requirement as per **Form-D** of Proposal Forms.
- viii. Declaration that Bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' as per **Form-E** of Proposal Forms.
- ix. Technical offer and other details, if any, required as per Bidding Document.
- x. Check-List of submission of bid as per **Form-F** of Proposal Forms.
- xi. Declaration by Bidder as per **Form-H** of Proposal Forms.
- xii. Bidders General Information as per **Form-I** of Proposal Forms.
- xiii. Bidder's Bank Account details as per **Form-J** of Proposal Forms.
- xiv. Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings.
- xv. Unpriced copy of schedule of rates**
- xvi. Organization details: In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of Registration of firm'. In case Bidder is a partnership firm, certified copy of the partnership deed. In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum/ Articles of Association.
- xvii. Any other information required in the Bidding Documents or considered relevant by the bidder. All documents furnished by the Bidder in support of meeting the Net Worth and as per the requirement of Unpriced Bid Evaluation Criteria (Clause 23.12 of ITB) shall be signed and stamped by the bid signatory.

19.2 PART - II - PRICE BID

This Part shall contain duly filled in, signed and stamped Schedule of Rates as provided in the Bidding Document to be filled online.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the price bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.

20. Bid prices

20.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document.

20.2 Bidder shall quote the lump sum price after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.

20.3 The prices quoted shall be based on the conditions specified in phase wise scope, deliverables and other contents of Bidding Document

20.4 The quoted Price shall be deemed to be inclusive of out-of-pocket expenses (OPE), all taxes and duties except Service Tax till the completion of the work.

20.5 It is for the Bidder to assess and ascertain the rates of applicable Taxes & Duties for the tendered work. It is clearly understood that DEPARTMENT OF CONSUMER AFFAIR will not have any additional liability towards payment of applicable Taxes & Duties as a result of Bidder's wrong assessment / interpretation of applicable taxes & duties.

20.6 Alternative bids shall not be considered.

20.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

20.7 Price shall be inclusive of all taxes & duties except Service Tax and Edu. Cess.

20.8 Price shall be quoted in figures and as well as in words. If some discrepancies are found between the price given in words and figures, the price quoted in words shall be taken as correct.

21. No comment, explanation or clarification in Schedule of Rates (SOR) is acceptable. No condition in price part shall be acceptable.

22. Currencies of bid & payment

22.1 The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.

23. Bid validity

23.1 Bid submitted by Bidder shall remain valid for a minimum period of 02 (Two) months from the date of opening of Unpriced technical bid (Part-I) Bids. Bidders shall not be entitled during the said period of two months, without the consent in writing of the Owner, to revoke or cancel their Bid or to vary the Bid given or any term thereof.

23.2 DEPARTMENT OF CONSUMER AFFAIR may solicit the Bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. However, Bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

24. Format and signing of bid

24.1 The Bidder shall submit a physical bid as per the provisions and guidelines given in this Bidding Document.

24.2 All documents/files of the bid shall be signed by the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such signing shall be binding on the Bidder.

25. Check list for submission of bid

25.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in un-priced commercial part of bid, has been enclosed.

25.2 Bidder is required to fill the checklist and submit along with the bid for ready reference.

26. Marking and submission of bids

26.1 Bidders are required to submit "Unpriced Technical Bid" along with supporting documents in the physical mode at the below mentioned address before the closing time of receipt of tender 1500 Hrs IST on 4.11.2016 at the following address:.

MMTC Limited ,III floor ,

Core-1, Scope Complex, Lodhi Road, New Delhi.

For submitting bids through physical mode, bidders are required to submit "Unpriced Technical Bid" along with supporting documents in separate sealed envelopes. The envelope shall be enclosed in a main envelope with name of the bidding company, contact person, phone, fax, e-mail address, tender no. and closing date clearly superscripted on the main envelope. Incomplete offer or offer received after the closing date and time shall be rejected.

"Price Bid" to be submitted only through electronic mode for which bidders may log on to website before the stipulated tender closing time 1500 hrs IST on 04th November .2016.

26.2 If the envelope is not sealed and marked as above, the owner will assume no responsibility for the misplacement or premature opening of the bid.

27. Deadline for submission of bid

27.1 The bid must be submitted physically within due date and time for bid submission as specified in tender document.

27.2 DoCA may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective Bidders who have downloaded the bid document, extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and Bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

28. Late bids / unsolicited bids / bid submission at other place

28.1 Any bids received after the specified deadline will not be considered for opening / evaluation / award and such bids may be returned to the Bidders at the sole discretion of Owners.

29. Modification and withdrawal of bids

29.1 The Bidder may modify, re-submit or withdraw its bid after the bid submission, but, before the due date of submission as per provision of this tender document. However, the Bidder should ensure that it is their revised bid and same should clearly be specified in the revised bid.

29.2 No bid shall be allowed to be modified after the deadline for submission of bid.

29.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

30. Bid opening

30.1 Tender Committee constituted by DoCA will open the un-priced technical bids in the presence of Bidders' designated representatives at date & time as stipulated in LIB at the address given in the Bidding Document. The Bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

30.2 Bidder's names and any other such details as DoCA may consider appropriate will be announced by DoCA.

31. Evaluation of unpriced technical bids

31.1 Prior to detailed evaluation of bids, the Owner will determine whether each bid totally comply with the requirement of Bidding Document.

31.2 The Owner will examine the bids to determine whether they are complete and whether the bids are generally in order.

31.3 Prior to the detailed evaluation, the Owner will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding documents. A substantially responsive Bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Document, the OWNER's rights or the Bidder's obligations as envisaged in the Bidding Document, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

31.4 Net worth of the Bidder / Bidder's Parent Company in the preceding financial year shall also be determined in line with the requirement of Bidding Document. The offer of the Bidder whose Net Worth or their Parent Company's Net Worth, as mentioned in LIB, is "Negative" in the immediate preceding financial year shall not be considered for further evaluation.

31.5 The Owner will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Document on the basis of details/documents submitted by the Bidder in the bid at the first instance. In order to reach such a determination, the Owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following factors:

- a. Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail may be rejected as non-responsive.
- b. Any other relevant factor, if any that DEPARTMENT OF CONSUMER AFFAIR deems necessary or prudent to be taken into consideration.

31.6 No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, shall be treated as null and void and may render the bid liable for rejection.

31.7 DoCA, if necessary, will obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by DEPARTMENT OF CONSUMER AFFAIR.

31.8 Bidders shall however note that no revision in quoted Rates shall be allowed, in case Bidder still stipulate the deviations which are not accepted by the Owner and are required to be withdrawn by the Bidder in favor of stipulations of the bidding document.

31.9 DoCA reserves the right to assess Bidder's capability and capacity to execute the work using in-house information including taking into account other aspects such as concurrent commitments, past performance etc.

31.10 Unsolicited post tender modifications

Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner and are required to be withdrawn by him in favor of stipulation of the Bidding Document. Any proposed price changes is likely to render the bid liable for rejection. In case of unsolicited price increase, such offer(s) of the Bidders shall be rejected. In case of unsolicited price decrease, the Bidder(s)'s offer shall be compared as per originally quoted prices and if the Bidder happens to be the recommended Bidder, the decrease in prices shall be taken into account for ordering.

31.11 Complete scope of work

The complete scope of work has been defined in the Bidding Document. Only those Bidders who take complete responsibility for the complete scope of work as contained in the bidding document shall be considered as acceptable.

31.12 Unpriced technical bid evaluation criteria

The Technical Proposal shall be evaluated as per the following evaluation criteria mentioned in the table below:

S. No.	Criteria	Maximum marks	100% marks	75% marks	50% marks	Zero Marks
1	About the firm					
	a) Years of operation in India	10	> 7 years	7 - 5 years	4 years	< 4 years
	b) Number of full time employees in business / Management consulting team	5	> 100	100 - 76	75 - 50	< 50
	c) Annual revenue of the firm in last three financial years (Rs. In Crore)	5	> 50	50 - 30	< 30 up to 20	< 20
2	Relevant experience of consulting firm: Similar assignments carried out in the past 5 years in India with minimum project value of INR 50 lacs (at least one completed and others on-going projects -date of commencement of on-going project should be prior to 1 st May 2016.	25	> 6 assignments	6 - 5 assignments	4 - 3 assignments	< 3 assignments
3	Technical proposal and client presentation on proposed approach & methodology, work-plan, presentation, execution philosophy etc.	35	-	-	-	-

4a	<u>Team configuration for the assignment:</u> Relevant experience of proposed team leader for similar strategy formulation & deployment assignments. The team leader should have either been a leader or a full time team member in such assignments; Team Leader should be available at least 20% of the total time for this assignment	10	> 10 years	10 - 9 years	8 - 7 years	< 7 years
4b	<u>Team configuration for the assignment:</u> Relevant experience of proposed project manager for similar assignment; Project Manager should be available full time for this assignment	5	> 7 years	7 - 5 years	4 - 3 years	< 3 years
4c	<u>Team configuration for the assignment:</u> Experience of the balance team proposed in corporate strategy assignment	5	> 5 years	5 - 3 years	2 year	< 2 years

Notes:

- I. In case any bidder does not fulfill the minimum qualification in any of the listed criteria and therefore secure zero (o) marks in such criteria, such bidder shall stand disqualified in technical bid.
- II. The marks obtained shall be totaled and such total should be not less than 60%. Bidders obtaining 60% and above marks will only be called for presentation.
- III. In support of the relevant experience of consulting firm as mentioned at SL No. 2 in above table:
 - a) Bidder has to submit details (work order and completion certificate in respect of completed assignments and copy of work order in respect of on-going projects) carried out in India with details as required in **Form-A1**.
- IV. Bidder will have to give a presentation in response to the item mentioned at SL No. 2 in above table to DoCA. The date of the presentation shall be intimated to the bidder after opening of unpriced bids
- V. In support of the team configuration for the assignment – team leader mentioned at Sl. No. 4(a) in above table:

a) Bidder to submit the details of the team leader in **Form-A2** along with their CVs duly signed by the team leader and the bid signatory.

b) Bidder may submit at least CVs of 2 two proposed Team Leaders.

c) Bidder to also submit an undertaking that one of the above team leader shall be available for at least 20% of the total duration for this assignment.

VI. In support of the Team Configuration for the assignment – Project Manager mentioned at Sl. No. 4(b) in above table:

a) Bidder to submit the details of the project manager in **Form-A3** along with their CVs duly signed by the project Manager and the bid signatory.

b) Bidder may submit the CVs of at least 2 two proposed Project Managers.

VII. In support of the team configuration for the assignment – balance team mentioned at Sl. No. 4(c) in above table:

a) Bidder to submit the details of the team member(s) in **Form-A4** along with their CV(s) duly signed by the team member(s) and the bid signatory.

b) Bidder to submit the CVs of at least twice the number of persons as proposed by them for this assignment.

31.13 Based on the details / documents submitted and the presentation given by the Bidder(s), Marks will be assigned to the Bidder(s) for each criteria out of the maximum marks indicated above at Clause 31.12 based on the qualitative analysis. Bidder(s) having obtaining minimum qualifying mark of 60 w.r.t. unpriced technical bid evaluation criteria mentioned at Clause 31.12 above, shall be deemed to be qualified and invited for price bid opening.

32. Opening of Price Bid

32.1 Price bid of only those bidders whose bids are determined to be technically qualified shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid opening, marks secured by the bidder w.r.t. unpriced technical bid evaluation criteria (Clause 31.12) as worked out above and total price as quoted by the bidders shall be read out.

33. Arithmetic Corrections

33.1 During evaluation of price, if some discrepancies are found in the amount given in words and figures, the amount which corresponds to it in words shall prevail

33.2 In case there is a difference between the price quoted in physical mode and electronic mode, the lower price shall be considered.

34. Evaluation of price bid

The “Total Lump sum Price” quoted by the bidder, after arithmetic correction, shall be taken up for evaluation.

34.1 Any uncalled for lump sum / percentage or ad hoc reduction / increase in prices, offered by the Bidders after submission of price Bid, shall not be considered. However, if reduction is from the recommended bidder, such reduction shall be taken into account for arriving at the contract value.

34.2 In case prices are not filled up in the priced bid and are not as per the requirements of the bidding document, the same shall not be considered for evaluation.

34.3 The price proposal shall have a weightage of 20%. The lump sum price, as above, shall be converted to “Evaluated Price Marks” out of 100 as under:

L1 Bidder (Lump sum Price) is assigned an Evaluated Price Marks of 100.

And, “Evaluated Price Marks” of other Bidder’s (say lump sum Price is LX) shall be

= $(L1 \text{ Lump sum price} / LX \text{ Lump sum price}) \times 100$

In other words Evaluated Price Marks shall be inversely proportional to the lump sum Price

35. Total Evaluated price

35.1 Evaluation of offer/ proposal shall be done on Combined Quality Cum Cost Based System (CQCCBS) wherein the Technical Proposal, i.e., Unpriced Technical Bid Evaluation will be allotted weightage of 80% (Maximum Marks = 100) and the Price Proposal will be allotted weightage of 20% (Maximum Marks = 100) which shall be worked out as mentioned above.

35.2 Total Evaluated Marks shall be sum of Evaluated Marks in Unpriced Technical Bid Evaluation + Evaluated Marks in Price Proposal.

35.3 Total Bid Score = Technical Score* 0.80 +Financial Score*0.20.

35.4 If a bidder has technical score of 60 and Financial score of 83 then the Total Bid score shall be = $60 \times 0.80 + 83 \times 0.2 = 64.6$

35.5 Bidder having highest total Evaluated Marks shall be recommended for further negotiation, if any, and award of the work.

36. Contacting the owner

36.1 Bidders are advised not to contact DoCA on any matter relating to its bid from the time of Bid opening to the time Contract is awarded, unless requested to in writing. Any effort by a Bidder to influence DoCA in any of the decision in respect of Bid evaluations or Award of Contract will result in the rejection of Bid.

37. Award of contract

37.1 Owner's right to accept or reject any bid

The Owner reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the Owner's action.

38. Notification of award

38.1 The Owner will notify the successful Bidder in writing by Letter / Fax of Acceptance that their bid has been accepted. The Letter / Fax of Acceptance will constitute the formation of a Contract until the formal Contract agreement has been signed.

39. Contract agreement

39.1 The successful Bidder shall execute a formal contract with the Owner within specified period from the date of issue of Letter / Fax of Acceptance on a non-judicial stamp paper, purchased from Delhi, of appropriate value (Rs. 100/-). The cost of non-judicial stamp paper shall be borne by the successful Bidder.

39.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Owner and Bidders acceptance thereof shall constitute a binding contract between the successful Bidder and the Owner based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

39.3 The Contract document shall consist of the following:

- i. Original Bidding Document along with its enclosures.
- ii. Amendment /Corrigendum to original Bidding Document, if any.
- iii. Letter / Fax of Acceptance
- iv. Detailed letter of Acceptance along with enclosures attached therewith.

40. Contract performance bank guarantee (CPBG)

40.1 Within FIFTEEN (15) days from the date of notification of award of works by the Owner, the successful Bidder shall furnish the required CPBG for an amount equal to ten percent of the total Contract value in the form of a Bank Guarantee in accordance with pro forma enclosed in the Bidding Document in line with the provisions indicated in the Commercial Terms & Conditions. No interest shall be payable by the Owner for sum deposited as CPBG in any form whatsoever. The CPBG shall remain valid or extended until 3 (three) months after successful execution of Contract.

40.2 Failure of the successful bidder to comply with requirement of **clauses 39.1** and above shall constitute sufficient grounds for annulment of the award of work.

41. Fraudulent practices

- 41.1 The Owner requires that Bidders / Consultant observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- 41.2 The Owner will reject a proposal for award if it determines that the Bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question. Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids.
- 41.3 In case, the information/ document furnished by the Bidder / Consultant forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder / Consultant without any prejudice to other rights available to Owner under the contract such as forfeiture of CPBG/ Security Deposit, withholding of payment etc.
- 41.4 In case, this issue of submission of false documents comes to the notice after execution of work, Owner shall have full right to forfeit any amount due to the Bidder / Consultant along with forfeiture of CPBG/ Security Deposit furnished by the Bidder/Consultant.
- 41.5 Further, such Bidder/ Consultant shall be put on Blacklist/ Holiday/ Negative List of Owner debaring them from future business with Owner for a time period, as per the prevailing policy of Owner."

42. Clarification requests from bidders

- 42.1 A Bidder may seek clarifications regarding the Bidding Document provisions, bidding process and / or rejection of his bid. Owner shall respond to such requests within a reasonable time.

43. INSTRUCTIONS TO BIDDERS REGARDING E-TENDER

Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet:

- I. Late and delayed Bids/Offer after due date/time shall not be permitted in On-line Tender system. No bid can be submitted after the last date and time of submission has reached. (however if bidder intends to change the bid already entered may change/revise the same on or before the last date and time of submission deadline). The system time (IST) that will be displayed on e-tender web page shall be the time and no other time shall be taken into cognizance.
- II. Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well in advance before the closing date and time of bid.
- III. No bid can be modified after the dead line for submission of bids.

- IV. After final bid submission, system generates an acknowledgement in the form of “Bid Number” that should be kept as a proof of successful bid submission. Sample of such acknowledgement is shown below.

SPECIAL TERMS & CONDITIONS FOR E-TENDER:

1. Offers to be submitted online on MMTC's e-procurement portal ([https:// eprocure.in](https://eprocure.in)) against the respective tender along with scanned copy of duly signed offer on letterhead.
2. The bidder should have legally valid CLASS III DIGITAL SIGNATURE CERTIFICATE (**Signing & Encryption**) from the licensed certifying authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC e-procurement portal.
3. Bidders are requested to register on the e-procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC.
4. Bidders are advised to print and save bid submission receipt after submission of bids.
5. The internet browser used should be Internet Explorer version **9,10 and 11**.
6. The operating system should be Microsoft Windows **7&10**.
7. Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
8. For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk at Annex O .

11. Proposal Forms

Form A1

Relevant experience of Consulting Firm in past 5 years in India

S. No.	Name of the client	Location of client	Scope of work	Project Duration	Industry

Notes:

- 1 Bidder to submit copies of the work orders & completion certificate from client for the referred assignments

Form A2

Details of Proposed Team Leader(s)

S. No.	Name & Designation	Qualification	Total No. of Years of Experience	Relevant Experience as a part of Bidding entity (give details in 1- page CV)

Note:

- 1 Bidder to submit the CVs of each Proposed Team Leader duly signed by the concerned Team Leader and the bid signatory.
- 2 The Team Leader to be deployed for this assignment should be regular & full time employee of bidder & should be on payroll.
- 3 Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
- 4 Bidders are required to furnish only those credentials in the above prescribed format for which documentary evidence is available with them. DEPARTMENT OF CONSUMER AFFAIR reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.

Form A3

Details of Proposed Project Manager(s)

S. No.	Name & Designation	Qualification	Total No. of Years of Experience	Relevant Experience as a part of Bidding entity (give details in 1- page CV)

Note:

- 1 Bidder to submit the CVs of each Proposed Team Leader duly signed by the concerned Team Leader and the bid signatory.
- 2 The Team Leader to be deployed for this assignment should be regular & full time employee of bidder & should be on payroll.
- 3 Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
- 4 Bidders are required to furnish only those credentials in the above prescribed format for which documentary evidence is available with them. DEPARTMENT OF CONSUMER AFFAIR reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.

Form A4

Details of Balance Members

S. No.	Name & Designation	Qualification	Total No. of Years of Experience	Relevant Experience as a part of Bidding entity (give details in 1- page CV)

Note:

- 1 Bidder to submit the CVs of each Proposed Team Leader duly signed by the concerned Team Leader and the bid signatory.
- 2 The Team Leader to be deployed for this assignment should be regular & full time employee of bidder & should be on payroll.
- 3 Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
- 4 Bidders are required to furnish only those credentials in the above prescribed format for which documentary evidence is available with them. DEPARTMENT OF CONSUMER AFFAIR reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.

Form-B

Format for declaration towards net worth of the bidder

- A. NET WORTH FOR LAST Three AUDITED FINANCIAL YEARS are :**
- i) FY 2013-14 :**
 - ii) FY 2014-15 :**
 - iii) FY 2015-16 :**

[Signature of Authorized Signatory]
Name:
Designation:
Seal:

Form C

Affidavit

AFFIDAVIT OF, S/o D/o _____, resident of _____
EMPLOYED AS _____ WITH _____ HAVING
OFFICE AT _____ PIN..... I, the above named deponent do hereby
solemnly affirm and state as under:-

1. That I am the authorized representative and signatory of M/s.....
2. That the document (s) submitted, as mentioned hereunder, by M/s along with the Bid Document submitted under covering letter no. dated towards Tender No. for..... (Project) has / have been submitted under my knowledge.
3. That the document(s) submitted, as mentioned above, by M/s along with the Bid Document, vide covering letter no. dated, towards Tender No. for are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
4. That no part of this affidavit is false and that this affidavit and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the Owner / DEPARTMENT OF CONSUMER AFFAIR to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
5. I depose accordingly.

DEPONENT

VERIFICATION

I, the deponent above named do hereby verify that the factual contents of this affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at on this day of20....

DEPONENT

Form D

SUBJECT: Consultant for Appointment of Buffer Stock Management Agency

BIDDING DOCUMENT NO. : XYZ

COMPLIANCE TO BID REQUIREMENT

We hereby confirm that our Bid complies with the total technical-commercial requirements/ terms and conditions of the Bidding Document and subsequent addendum/corrigendum (if any), issued by DEPARTMENT OF CONSUMER AFFAIR, without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted the prices without any condition and deviation.

We further confirm that terms and conditions if any, mentioned in our bid (Un-priced as well as Priced) shall not be recognized and shall be treated as null and void.

Stamp and signature of bidder: _____

Name of bidder: _____

NOTE: To be stamped and signed by the authorized signatory and submitted along with unpriced technical bid part

Form E

DECLARATION

SUBJECT: Consultant for Appointment of Buffer Stock Management Agency

BIDDING DOCUMENT NO. : XYZ

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking / Government Organization / DEPARTMENT OF CONSUMER AFFAIR .

We also confirm that the contents of this Tender no. have not been modified or altered by M/s. (Name of the Bidder with complete address).

We agree that if any noticed in future, our Bid may be rejected / terminated.

Stamp and signature of bidder: _____

Name of bidder: _____

Place: _____

Date: _____

Form F

Check list for submission of bid

Bidder is requested to fill this check list and ensure that all details/documents have been submitted as called for in the Bidding Document along with duly filled in, signed & stamped checklist with the "Unpriced Technical Bid" [Part-I]

Please tick (✓) the box and ensure compliance:

S. No.	Description	Bidder's Reply / Confirmation
1	Cover letter of bid as per form-L	
2	Validity of Bid shall be 2 months from the date of opening of unpriced technical bid part. Master Index along with addendum, if any, duly filled in, signed and stamped in each page.	
3	Power of Attorney in favor of person who has signed the Bid or declaration of proprietorship/Individual	
4	Documents against technical weightage requirement (Form-A1,A2,A3,A4)	
5	Declaration towards Net Worth (Form-B) and Audited Annual Report for the immediate preceding three financial year / Declaration from Statutory Auditor as per LIB	
6	Declaration by authorized signatory (Form – C) (Confirmation of authenticity of documents)	
7	Bid Compliance Statement (Form-D) (confirmation for no deviation stipulated in Bid) in the pro forma enclosed.	
8	Declaration that Bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' (Form-E)	
9	Declaration by Bidder as per Form-H	
10	Bidders General Information as per Form-I	
11	Bidder's Bank Account details as per Form-J	
12	Unpriced copy of Schedule of Rates	
13	Duly filled in Price bid in separate sealed envelope	
14	Any other information required in the Bidding Documents or considered relevant by the Bidder.	
15	Technical proposal and other details, if any, required as per Bidding Document	
16	Organization details as detailed in Clause 20.1.1.XIV	

Stamp and signature of bidder: _____

Name of bidder: _____

Form G

BIDDER'S QUERIES

S. No.	Bidding document			Subject	Bidder's query	Owner's reply
	Part/Volume	Page no.	Clause no.			

Note:

1. Bidder's queries may be sent by fax to fax numbers 011 – 24364587 and also by e-mail to nb@mmtclimited.com

2. Technical and Commercial queries, if any, must be submitted separately in editable format as per this format.

Stamp and signature of bidder: _____

Name of bidder: _____

Form-H

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting Master Index of Bidding Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of the Bidding Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have quoted our prices and submitted in Price Bid in separate envelope. We confirm that rate quoted by us includes price for all services as mentioned in the Bidding Document.

Stamp and signature of bidder: _____

Name of bidder: _____

NOTE: This declaration should be signed by the Bidder's representative who is signing the Bid.

Form-I

Bidder's general information

1 Bidder Name: _____

2 Number of years of operation:

3 Address of registered office:

4 Operation address (if different from above):

5 Telephone No. _____

6 E-mail address _____

7 Website _____

8 Fax number

9 ISO certification (if any) _____

10 Service tax registration number

11 Pan no. _____

Stamp and signature of bidder: _____

Name of bidder: _____

S. No.	Organization name	Information required with bids
1	Manpower Global (Excluding India), Year of establishment	
2	Manpower In India, Year of establishment	
3	Manpower in India devoted to business consulting	
4	Total number of partners; and partners associated with corporate strategy in India	
5	CVs of team leader/ alternate	
6	Areas of Practice/ operation:	
	Organization Strategy, Growth Strategies	Yes/ No
	Corporate finance	Yes/ No
	Government/ PSUs	Yes/ No
	Energy & Utilities	Yes/ No
	Financial Institutions	Yes/ No
	Automotive	Yes/ No
	Communications	Yes/ No
	Marketing and sales	Yes/ No
	Consumer & Retail	Yes/ No
	High Tech & Electronics	Yes/ No
	Pharma & Health Care	Yes/ No
7	Total Offices Global (Excluding India)	
8	Offices in India	
9	Annual Turnover INR Cr. (Last 3 years)	
		FY 2014-15
		FY 2013-14
		FY 2012-13

Stamp and signature of bidder: _____

Name of bidder: _____

Form-J

Bank mandate form

Bank account particulars

- 1 Bidder's name
- 2 Address of bidder
- 3 Particular of bank account
 - Name of the bank
 - Branch code
 - Address of the bank
 - 9 digit code number of the bank and branch
 - Type of account (SB, Current, Credit)
 - Account number
 - Whether branch is RTGS/NEFT enabled (if yes, then Bank's IFSC code)

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism.

(_____)

Signature of the authorized signatory (ies) & Designation

Place:

Date:

Official seal of the company

BANK CERTIFICATION

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

Bank's Stamp

Place:

Date:

Signature of the authorized official of the bank

Form-L

(To be typed on bidder's letter head)

Covering letter for submission of offers

From:

Our Ref: _____ Dated _____

SUBJECT: Consultant for Appointment of Buffer Stock Management Agency

Dear Sir,

Please find herewith our offer in line with requirement of DEPARTMENT OF CONSUMER AFFAIR Bidding Document. We confirm that:

- 1 Offer is in complete compliance with technical as well as commercial requirements of Bidding Document and there is no technical or commercial deviation in the offer.
- 2 We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
- 3 Our offer shall remain valid for a period of 2 (Two) Months from the date of opening of tender.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by DEPARTMENT OF CONSUMER AFFAIR without any reference to us.

Thanking you,

Very Truly Yours,

(Signature of Authorised person)

Full Name:

Designation:

Company Seal:

Form-M

Proforma for letter of authority for attending unpriced / priced bid opening
(TO BE SUBMITTED IN BIDDER'S OWN LETTER HEAD)

Bidding Document No.: XYZ

SUBJECT: Appointment of Consultant for managing the Bidding Process for selection of Buffer Stock Management Agency

Dear Sir,

We _____ hereby authorize following representative(s) to attend Un-priced / Price bid opening against your Bidding Document No.

1. Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

NOTES:

A. This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

B. Not more than one person is permitted to attend un-priced technical and price bid opening.

C. Bidder's authorized executive is required to carry a copy of this authority letter while attending the un-priced bid opening and price bid opening and submit the same to DEPARTMENT OF CONSUMER AFFAIR.

Form N

Proforma of declaration regarding banning of business dealings

In case of proprietary concern

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by DEPARTMENT OF CONSUMER AFFAIR or by Govt of India or any of the PSU under Government of India except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by DEPARTMENT OF CONSUMER AFFAIR or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by DEPARTMENT OF CONSUMER AFFAIR or by Govt of India or any of the PSU under Government of India	Period for which business dealing has been banned	Present Status

In case of partnership firm

We hereby declare that neither we, M/s Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by DEPARTMENT OF CONSUMER AFFAIR or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by DEPARTMENT OF CONSUMER AFFAIR or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or

any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by DEPARTMENT OF CONSUMER AFFAIR or by Government of India or any of the PSU under Government of India	Period for which business dealing has been banned	Present Status

In case of Company

We hereby declare that we, M/s are not currently banned by DEPARTMENT OF CONSUMER AFFAIR or Govt of India or any of the PSU except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by DEPARTMENT OF CONSUMER AFFAIR or by Ministry of Commerce or Govt of India or any of the PSU has been taken against the us

No & date of show cause notice or notice of banning the business dealings by DEPARTMENT OF CONSUMER AFFAIR or by Govt of India or any of the PSU of Government of India	Period for which business dealing has been banned	Present Status

It is understood that if this declaration is found to be false, DEPARTMENT OF CONSUMER AFFAIR shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place

Signature of bidder

Date

Name & Designation of the signatory.

12. Form of contract performance bank guarantee

Bank Guarantee No. _____ dated _____

(On a stamp paper of applicable amount to be executed by a New Delhi Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Nainital Bank and Dhanlakshmi Bank)

To

M/s DEPARTMENT OF CONSUMER AFFAIR
Krishi Bhawan
New Delhi

Dear Sirs,

- 1) WHEREAS, DEPARTMENT OF CONSUMER AFFAIR , having its office at Krishi Bhawan New Delhi -110 001 India (hereinafter called "the DEPARTMENT OF CONSUMER AFFAIR) have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____ with M/s. _____ (name) address _____ , (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a Performance Guarantee for the performance of the CONTRACT and DEPARTMENT OF CONSUMER AFFAIR has agreed to accept the Bank Guarantee in lieu of Performance Guarantee of the said sum of Rs. _____.
- 3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the DEPARTMENT OF CONSUMER AFFAIR, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the DEPARTMENT OF CONSUMER AFFAIR that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, _____ Bank, undertake to pay the amount demanded by the DEPARTMENT OF CONSUMER AFFAIR not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the DEPARTMENT OF CONSUMER AFFAIR across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force untilwith claim period upto.....

- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before with claim period upto.....
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that DEPARTMENT OF CONSUMER AFFAIR shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by DEPARTMENT OF CONSUMER AFFAIR against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____ only by DEPARTMENT OF CONSUMER AFFAIR.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of DEPARTMENT OF CONSUMER AFFAIR Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2015

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

Validity :: XXXX 2016
Claim period :: XXXX 2016

NB :

1. Value equivalent to 5% (with positive tolerance of 5%) of the contractual value.

2. On a stamp paper of applicable amount to be executed by a New Delhi Branch of a Scheduled Bank other than Gramin Bank, Nainital Bank, Dhanlakshmi Bank or Cooperative Bank
3. The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. Banker's self certification will suffice the requirement.

13. Proforma of agreement

AGREEMENT NO _____

This AGREEMENT (hereinafter called the "Agreement") is made on the _____ day of the month of _____ 2015, between, DEPARTMENT OF CONSUMER (hereinafter called the "**DEPARTMENT OF CONSUMER AFFAIR**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, _____ (hereinafter called the "**CONSULTANT**" which expression shall include their respective successors and permitted assigns).

WHEREAS

- A. DEPARTMENT OF CONSUMER AFFAIR vide its tender for Appointment of Consultant for managing the Bidding Process for selection of Buffer Stock Management Agency (hereinafter called the "**Consultancy**")
- B. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to DEPARTMENT OF CONSUMER AFFAIR that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to DEPARTMENT OF CONSUMER AFFAIR on the terms and conditions as set forth in the tender and this Agreement; and
- C. DEPARTMENT OF CONSUMER AFFAIR, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the "LOA"); and
- D. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1.0 Scope of work and deliverables

1.1

1.

2.0 Payment Schedule

2.1 Fee for Project will be inclusive of all taxes except Service tax which will be at actuals. The amount shall be released in 3 stages of 30%, 30% and 40% respectively as per the following time and work schedules, D1 being day of commencement.

- D 15 – Acceptance of precise report by DEPARTMENT OF CONSUMER AFFAIR on initial interaction and the agreed scope including methodology of work. This shall entail presentation by the consultancy firm to Sr. officers of DEPARTMENT OF CONSUMER AFFAIR at this point of time or/and at a later stage. By this time consultancy firm would have commissioned the pilot project and be ready with their major findings on the subject. Release of 30%.
- D 25 – Floating of EOI . Release of 30%, and
- D 50 – Acceptance of final report by DEPARTMENT OF CONSUMER AFFAIR. Release of balance 40%.
- Consultancy firm may also be called upon to make a presentation of the final study / recommendation to DEPARTMENT OF CONSUMER AFFAIR
- DEPARTMENT OF CONSUMER AFFAIR shall make payment by e-payment mechanism for which consultancy firm has to complete the necessary requirements.

Consultancy firm besides submitting hard copies of the report in triplicate shall submit soft copies of the report to DEPARTMENT OF CONSUMER AFFAIR by e-mail and CD. Interim and Final copies so submitted by the Consultancy firm to DEPARTMENT OF CONSUMER AFFAIR shall be the property of DEPARTMENT OF CONSUMER AFFAIR. The final report should be received by DEPARTMENT OF CONSUMER AFFAIR not later than 48 weeks from the date of issuing work order.

2.2 Payment upon Termination

2.2.1 Upon termination of this Agreement pursuant, DEPARTMENT OF CONSUMER AFFAIR shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to DEPARTMENT OF CONSUMER AFFAIR):

- (A) No remuneration shall be paid if the agreement is terminated before achievement of first payment milestone.
- (B) Remuneration for Services satisfactorily performed prior to the date of termination;

- (C) Reimbursable expenditure for expenditures actually incurred prior to the date of termination. However reimbursable expenditure should not exceed the payment due for subsequent milestone; and
- (D) Except in the case of termination, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

3.0 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

3.1 Effectiveness of Agreement

3.1.1 This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date")

3.2 Commencement of Services

3.2.1 The Consultant shall commence the Services within a period of 3 (three) days from the Effective Date, Unless otherwise agreed by the Parties, in writing.

3.3 Termination of Agreement for failure to commence Services

3.3.1 If the Consultant does not commence the Services within the period specified in **Clause 3.2** above and/or does not achieve the stipulated first milestone as specified under **Clause 1.1** of this Agreement within the stipulated time period from the issue of LoA, DEPARTMENT OF CONSUMER AFFAIR may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void at its sole discretion.

3.4 Expiration of Agreement

3.4.1 Unless terminated earlier pursuant **to Clauses 3.3 or 3.5** hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (A) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to DEPARTMENT OF CONSUMER AFFAIR; and (B) the expiry of [1 (one) year] from the Effective date.

3.5 Termination of Agreement

3.5.1 By DEPARTMENT OF CONSUMER AFFAIR

3.5.1.1 DEPARTMENT OF CONSUMER AFFAIR may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this **Clause 3.5.1**, terminate this Agreement if::

- (A) The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit

of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- (B) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 4.3 hereof**;
- (C) The Consultant submits to DEPARTMENT OF CONSUMER AFFAIR a statement which has a material effect on the rights, obligations or interests of DEPARTMENT OF CONSUMER AFFAIR and which the Consultant knows to be false;
- (D) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (E) DEPARTMENT OF CONSUMER AFFAIR, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

3.5.2 **By the Consultant**

3.5.2.1 The Consultant may, by not less than 30 (thirty) days' written notice to DEPARTMENT OF CONSUMER AFFAIR, such notice to be given after the occurrence of any of the events specified in this **Clause 3.5.2**, terminate this Agreement if:

- (A) DEPARTMENT OF CONSUMER AFFAIR fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (B) DEPARTMENT OF CONSUMER AFFAIR is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

4.0 SETTLEMENT OF DISPUTES

4.1 Amicable settlement

4.1.1 The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

4.2 Dispute resolution

4.2.1 A. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

4.2.2 B. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably if thirty (30) days have expired since the receipt of such a notice of ‘dispute’ without any written amicable settlement, it shall be deemed that such a dispute is not resolvable by amicable settlement. However, at any time, both the parties can extend the said period of 30 days by mutual agreement in writing.

4.3 Arbitration

4.3.1 A. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English. The decision/Award of the Arbitrator shall be binding on both Parties.

4.3.2 B. The cost of arbitration shall be borne equally by both the parties.

4.3.3 C. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

For DEPARTMENT OF CONSUMER AFFAIR

For Consultant

(Authorized Signatory)

(Authorized Signatory)

14. Schedule of rates

NAME OF WORK :	Organization name
BIDDING DOCUMENT NO. :	
NAME OF BIDDER :	
Total Price for the complete Scope of work based on the terms and conditions as per the Bidding Document in INDIAN RUPEES:	
In Figures	
In Words	

Service Tax (at applicable rate) :

. STAMP & SIGNATURE OF BIDDER

SPECIAL TERMS & CONDITIONS FOR PRICE BID TO BE SUBMITTED IN ELECTRONIC MODE.

E-Tender is available on MMTC e-procurement website **URL:- <https://mmtc.eproc.in>** for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal **URL:- <https://mmtc.eproc.in>** (a onetime activity) independent of each other as given below.

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site **URL:- <https://mmtc.eproc.in>** In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

Procedure for Registering in E-Procurement portal

Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to **URL:- <https://mmtc.eproc.in>** and follow the directions. In this regard please go to "**help desk: <https://mmtc.eproc.in>**" and refer FAQ for more details. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

For any assistance on e-bidding process, please contact 1) Pankaj Kumar Verma M No. 9910433177 email: pankaj.verma@c1indi.com.