

No. 13(94)/2015-I&M  
Government of India  
NITI Aayog  
Industries Division  
Sansad Marg New Delhi -110001

**Request for Proposal (RFP)**

**9<sup>th</sup> October, 2015**

**Notice Inviting Request for Proposal (RFP) for Consultancy for conducting “Enterprise Survey on Business Regulatory Environment in India”**

National Institution for Transforming India (NITI), Aayog, Government of India intends to hire a Market research/consultancy firm or expert institution for conducting an Enterprise Survey on Business Regulatory Environment in India.

NITI Aayog invites RFP from firms/ institutions, which have requisite experience in this field as detailed in the RFP uploaded on the website of NITI Aayog. The salient features of the Enterprise Survey, eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the websites <http://eprocure.gov.in> and <http://niti.gov.in> . Important Information & tentative dates are given in Annexure-VI attached with the RFP.

Interested applicants are requested to submit their response to the ‘RFP’ in a sealed envelope through Speed Post/Registered Post or deliver by hand super scribing “Enterprise Survey on Business Regulatory Environment –RFP No. 13(94)/2015-I&M” on top of the envelope to the following address on or before 10<sup>th</sup> November, 2015, 1500 hrs.

**The submission must be addressed to:**

Joint Adviser  
Industries Division  
Room No. 309  
NITI Aayog  
Sansad Marg  
New Delhi, 110001  
Tel: 011-20396741  
Email: [es-niti@gov.in](mailto:es-niti@gov.in)

No. 13(94)/2015-I&M  
Government of India  
NITI Aayog  
Industries Division  
Sansad Marg  
New Delhi -110001

## **Request for Proposal (RFP) dated 9.10.2015**

Notice Inviting Request for Proposal (RFP) for Consultancy for conducting “Enterprise Survey on Business Regulatory Environment in India”

### **1. Background and Objectives of the Assignment/Survey:**

- 1.1. Giving the critical role played by the Business Regulatory Environment in facilitating growth in Manufacturing, the 12<sup>th</sup> Five Year Plan acknowledges the need to simplify regulatory system, ensure fair competition amongst players and reduce the compliance of doing business in the country. The 12<sup>th</sup> Plan has set out the following objectives for the manufacturing sector :
  - (i) Increase manufacturing sector growth and its share in the overall economy so that the sector contributes at least 25% of national GDP by 2025.
  - (ii) Increase rate of job creation in manufacturing to create 100 million additional jobs by 2025.
  - (iii) Enhance global competitiveness of Indian manufacturing through appropriate policy support.
- 1.2. To facilitate ‘Ease of Doing Business’ is one of the area of considerable importance to realise higher growth in the Manufacturing Sector in India. Towards this end, Government of India as well as many State Governments have taken many initiatives to simplify approvals and compliance procedure to set up and operate the enterprises. In order to have an assessment of the perception of the enterprises on these initiatives of the State Governments, an Enterprise Survey covering all States and Union Territories (29 States and 7 UTs) is planned.
- 1.3. The objective of the current assignment is to survey around 3000 units (including 500 start ups and service sector units) on the state of business regulatory environment in the Country. The enterprises covered in the sampling are dispersed in around 104 districts/ cities in different States/ UTs. In addition to the Survey of the enterprises, the views of the Industry Associations representing different sectors in different States would also be elicited.

### **2. Scope of Work:**

- 2.1. The Scope of work of the hired Market research/consultancy firm will be mainly to plan, coordinate and conduct the Survey at the ground level. The firm would ensure the quality aspect of the Survey through employing the competent project officers, field coordinators and field staff.
- 2.2. The ‘Enterprise Survey’ would be based on the Scope and Methodology finalized by the NITI Aayog. The survey instruments (questionnaire) for the proposed Survey would be developed and provided by the NITI Aayog. The questionnaire would be required to be filled

up based on the interview/interaction with the enterprises, the approximate time required to complete a questionnaire would be around 45 minutes. The consulting agency/ firm would be required to create a digitized version of the questionnaire/instrument to conduct the survey electronically.

- 2.3. The analysis of data based on the Survey would be carried out by the NITI Aayog. The role of Market research/consultancy firm in conducting the Survey would be duly recognized in the Reports prepared based on the Survey.
- 2.4. The sampling strategy for the survey for the Enterprises/Units and for the start-ups would be given by NITI.
- 2.5. Around 3000 units (including 500 start ups and service sector units) are planned to be surveyed all over the Country (29 States and 7 UTs).
- 2.6. Structured questionnaires would be utilized for the survey of Manufacturing/ Service Enterprises and Startup companies.
- 2.7. The number of units to be surveyed may be increased to 3500 depending on the need to ensure quality aspect of the Survey. **The financial proposal to be submitted by the firm is to be based on survey of 3000 enterprises/start-ups and 150 Associations. The financial implication on account of increase in scope of the work will be dealt on pro rata basis.**
- 2.8. The units covered in the sampling would be dispersed in around 104 districts/ cities in different States/ UTs. A tentative list of the 104 districts/cities is at Annexure-I of the RFP. Minimum one cluster will be surveyed in each State/ UTs. In addition to the Survey of the Units, the views of the Industry Associations (around 150 nos.) representing different sectors in different States would also be elicited.
- 2.9. The field staff would be provided adequate training by the firm before commissioning the Survey. The NITI officials will be designated to have a check on the progress and quality aspect of the Survey. Instruction Material would be developed and provided to the field officers before starting of Survey. The Instruction Material would cover inter alia introduction, coverage, concepts, design and definitions to facilitate communication while surveying/ interviewing the enterprises.
- 2.10. The firm would be submitting a detailed work plan to complete the Survey in a timely manner. The quality of the work plan and managerial capability to handle the proposed pan-India level Survey are key competencies expected from the firms submitting the RFP.

**Deliverables:**

- 2.11. The firm will submit the Survey output in the database file (in soft copy) in specified format for further use by NITI Aayog. The firm will be handing over the filled in Survey Questionnaire and database file (in soft copy) in specified format in phased manner as per approved work plan. A brief write-up/ report on Business Regulatory Environment in the States/ UTs as per the Survey will be provided.
- 2.12. The time period to complete the 'Survey' by the firm / institution is four months from the issue of work order by the NITI Aayog.
- 2.13. NITI Aayog reserves right to change scope of work, if required during the finalization of Bid Process.
- 2.14. Any changes in scope of work, if required, after finalization/ placement of order will be done on mutual cooperation basis.

### 3. Request for Proposal

3.1. For and on behalf of the President of India, Joint Adviser, Industries Division, NITI Aayog, , hereby invites proposals from qualified firms or expert institutions having adequate experience in conducting Survey for taking up the assignment as indicated in the eligibility/qualifying criteria in Para 6 for the submission of RFP. The proposal has to be **submitted positively** on or before 10<sup>th</sup> November, 2015, 1500 hrs.

### 4. Clarification and amendment of RFP documents:

- 4.1. Applicants may seek clarification on this RFP document. Any request for clarification must be sent to the **es-niti@gov.in** . Date of Pre-Bid Meeting and venue is mentioned in Annexure-VI. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.
- 4.2. At any time before the submission of Proposals, NITI Aayog may, for any reason, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the NIIT Aayog Official Website. If required NITI Aayog may at its discretion extend the Proposal Due Date.

### 5. Validity of Proposal

5.1. The proposal should be valid for a period not less than **sixty (60) days** from the due date for receiving the proposal.

### 6. Minimum eligibility/qualifying criteria

Following are the minimum qualifying criteria for the submission of RFP

S No.	Minimum Qualification Criteria	Document
1.	Should be a private/public limited company or partnership firm or expert institution and should be in operation in India for minimum three years. Individuals are not eligible to participate in this RFP.	Certificate of incorporation
2.	Established Local Presence-Indian entity should have a track record of profitable operation for the last 3 (three) years.	Self-certification
3.	Bidders should have an average annual turnover of an equivalent of INR 10 Crore during last 3 (three) financial years.	Supporting balance sheets/ P&L statement/ Statutory auditors certificate for 2012-13, 2013-14 and 2014-15.
4.	(i). Bidders should have experience of at least one project (completed) of contract value of more than Rs. 50 lakhs for a Central Government Department / Organisation in India in the last two years.	As per Form 3 (Annexure-II)

	(ii). Track record of having completed 5 multi-State (involving three or more States) Survey Projects in India. Out of these 5 projects, at least 3 (three) Surveys should be in last two years and of minimum contract value of Rs. 50 lakhs each.	
5.	Capacity to collect digital response	Details of the Survey Project(s)
6.	The Firm/Bidder should not have been blacklisted by any state government, central government or any other public sector undertaking or a corporation as on the date of RFP.	An undertaking to this effect should be submitted.

## 7. Brief Description of the Selection Process

7.1. A two stage selection process will be adopted in evaluating the Proposals. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked firm/Institution shall be selected while the second ranked firm/ Institution will be kept in reserve.

## 8. Timeframe

8.1. The time period to complete the 'Survey' by the Market research/consultancy firm is four months. The work plan to be submitted by the firm will indicate the intermediate milestones.

## 9. Right to reject any or all Proposals

9.1. Notwithstanding anything contained in this RFP, the NITI Aayog reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

9.2. The NITI Aayog reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered; or,
- b) The Consultant/ Institution does not provide, within the time specified by the NITI Aayog, the supplemental information sought by the Aayog for evaluation of the Proposal.
- c) In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LOA) that one or more of the eligibility conditions have not been met by the firm or the Team has made material misrepresentation or has given any materially incorrect or false information, the firm shall be disqualified forthwith if not yet appointed as the Consultant. If the firm has already been issued the Work Order the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the NITI Aayog without the NITI Aayog being liable in any manner whatsoever to the Applicant.

## 10. Submission of Proposals

10.1. The Proposal shall be typed or written in indelible ink and signed by the Authorized Signatory of the firm, who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

While submitting the Technical Proposal, the Firm shall, in particular, ensure that:

- a) CVs of the Project managers/experts have been submitted;
- b) Applicant organization meets the Conditions of Eligibility;
- c) The CVs have been recently signed in blue ink by the individual and the Team Leader. Photocopy or unsigned / countersigned CV shall be rejected; and
- d) The CV shall contain an undertaking from the Project manager/ leader about his/her availability for the entire period of Survey.

10.2. Failure to comply with the requirements spelt out in Clause 10.1 above shall make the Proposal liable to be rejected.

10.3. If a firm/ organization or any of its members make(s) an averment regarding his or their qualification, experience, or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Letter of Acceptance, all the members of the organization shall be debarred for any future assignment of the NITI Aayog for five years.

10.4. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

10.5. The NITI Aayog reserves the right to verify all statements, information, and documents, submitted by the Applicant in response to the RFP. Failure of the NITI Aayog to undertake such verification shall not relieve the firm of its obligations or liabilities hereunder nor will it affect any rights of the NITI Aayog thereunder.

10.6. In case it is found during the evaluation or at any time before issue of Work Order that one or more of the eligibility conditions have not been met by the firm or the Team has made material misrepresentation or has given any materially incorrect or false information, the firm shall be disqualified forthwith if not yet appointed as the Consultant. If the firm has already been issued the Work Order the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the NITI Aayog without the NITI Aayog being liable in any manner whatsoever to the Applicant.

10.7. The Proposal will be sealed in an outer envelope, which will bear the address of the NITI Aayog, RFP Notice No 13(94)/2015-I&M, Consultancy name, and the name and address of the Project Manager/ Leader. It shall bear on top, the following:

**“Do not open, except in presence of the Authorized Person”**

If the envelope is not sealed and marked as instructed above, the NITI Aayog assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

- a) The aforesaid outer envelope will contain three separately sealed envelopes; first marked **“EMD– RFP, Enterprise Survey on Business Regulatory Environment in India”** second **“Technical Proposal”** and the third clearly marked **“Financial Proposal”**. The envelope marked **“Technical Proposal”** shall contain the Application in the prescribed format along with relevant Forms and supporting documents.
  - b) The envelope marked **“Financial Proposal”** shall contain the financial proposal in the prescribed format.
- 10.8. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the firm. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the authorized signatory (on behalf of the firm) signing the Proposal.
- 10.9. The completed Proposal must be delivered on or before the specified time on the due date. Proposals submitted by fax or e-mail shall not be entertained.
- 10.10. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.
- 10.11. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the conducted Survey and discharge of all obligations of the Consultant under the Agreement.

#### **11. Earnest Money Deposit (EMD)**

- 11.1. A Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Commercial Bank in India in favour of **Pay and Account Officer, NITI Aayog, New Delhi**, payable at New Delhi, for the sum of Rs 2,00,000/- (Rupees Two lakhs only) shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format given in Form at Annexure-IV of this document. The earnest money shall be valid for a period of 45 days beyond the validity period of the tender.
- 11.2. The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as **“EMD-RFP, Enterprise Survey on Business Regulatory Environment in India”**. Original EMD is required to be submitted to the designated Officer, NITI Aayog, New Delhi before the closing hour of submission of proposal. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
- 11.3. Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant. The Selected Applicant's Earnest Money shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RFP and work order.
- 11.4. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

## **12. Financial Proposal**

12.1. Applicants shall submit the financial proposal in the Forms at Annexure-II clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the authorized signatory of the firm. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

12.2. While submitting the Financial Proposal, the firm shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travelling, printing of documents, taxes etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

## **13. Proposal Due Date**

13.1. The client will endeavor to follow the schedule (Important Information & Tentative Dates) given in Annexure-VI attached with the RFP. The proposals should be submitted on or before 1500 hours on 10<sup>th</sup> November, 2015 to:

Joint Adviser  
Industries Division  
Room No. 309  
NITI Aayog, Sansad Marg,  
New Delhi- 110 001  
Email [es-niti@gov.in](mailto:es-niti@gov.in)

## **14. Late Proposals**

14.1. Proposals received by the NITI Aayog after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.

14.2. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by the NITI Aayog, shall be disregarded.

## **15. Evaluation Process**

15.1. The NITI Aayog shall open the Proposals at 1530 hours on the due date, and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.



15.2. Prior to evaluation of Proposals, the NITI Aayog will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (i) it is received in the specified format;
- (ii) it is received by the due date including any extension thereof;
- (iii) it is signed, sealed and marked as stipulated;
- (iv) it contains all the information (complete in all respects) as requested in the RFP;
- (v) it does not contain any condition or qualification; and
- (vi) it is not non-responsive in terms hereof.

15.3. The NITI Aayog reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the NITI Aayog in respect of such Proposals. After the technical evaluation, the NITI Aayog would prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The opening of Financial Proposals shall be done in presence of Applicants who choose to be present. The NITI Aayog will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

## **16. Clarifications**

16.1. To facilitate evaluation of Proposals, the NITI Aayog may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the NITI Aayog for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If the firm does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the NITI Aayog may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

## **17. Evaluation of Technical Proposals**

17.1. In the first stage, the Technical Proposal will be evaluated. Each evaluated Proposal will be given a technical score based on evaluation criteria given in Annexure-III attached with RFP. The technical proposal should provide details to facilitate evaluation of the proposal for all criteria/ parameters covered in the format given in Annexure-III.

17.2. The evaluation criteria and the points for the different parameters are outlined in the format given in Annexure-III. The minimum eligibility /experience to qualify for the evaluation for the different parameters is also specified in the format. Only those Applicants whose Technical Proposals score 60 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

## **18. Evaluation of Financial Proposal**

18.1. In the second stage, the financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (SF).

18.2. For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

18.3. The NITI Aayog will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within

the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

18.4.  $S F = 100 \times F M / F$  (F = amount of Financial Proposal)

### 19. Combined Technical and Final Evaluation

19.1. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that shall be 0.60 and 0.40 respectively.

19.2. The Selected firm shall be the first ranked firm (having the highest combined score). The second ranked firm shall be kept in reserve in case the first ranked firm withdraws, or fails to comply with the requirements as the case may be.

### 20. Award of WORK ORDER

20.1. After selection, a Work Order shall be issued, in duplicate, by the NITI Aayog to the Selected Firm; and the Firm shall, within 15 (fifteen) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such tenderer, and the next highest ranking tenderer may be considered.

20.2. The successful tenderer must furnish to the Client the performance security within fifteen days from the date of the Work Order in Annexure-IV (details of the performance security are in clause 23).

### 21. Proprietary data

21.1. All documents and other information provided by the NITI Aayog or submitted by a firm to the NITI Aayog shall remain or become the property of the NITI Aayog. Firms are to treat all information as strictly confidential. The NITI Aayog will not return any Proposal or any information related thereto. All information collected, analyzed, processed, or in whatever manner provided by the Consultant to the NITI Aayog in relation to the Consultancy shall be the property of the NITI Aayog.

### 22. Deliverables and Payment to the Consultant

22.1. Billing and payments in respect of the Services shall be made as follows:-

No.	Work Description	Payment (%)
1	Advance on award of the job & receipt of acceptance from the firm	25 %
2	Completion of the Survey data for 10 States (around 1500 enterprises) and acceptance of data by NITI Aayog or an agency designated by NITI.	25 %

3	Completion of the Survey data for 25 States and acceptance of data by NITI Aayog or an agency designated by NITI.	25 %
4	On completion, verification and acceptance of Survey data by NITI Aayog or an agency designated by NITI.; and acceptance of Write-up/ Report NITI Aayog.	25 %
	Total	100 %

22.2. A bond on non-judicial Stamp paper to initiate the process of release of funds will be executed by the selected firm with the acceptance of Work Order.

22.3. All payments under this Agreement shall be made to the bank account specified by the firm as may be notified to the NITI Aayog by the Consultant.

### 23. Performance Security

23.1. Within 15 days after the issue of Work Order by the NITI Aayog, the tenderer, shall furnish performance security to the client (NITI Aayog) for an amount equal to ten per cent of the total value of the contract. This Security shall remain valid up to 60 days after the date of completion of all contractual obligations by the tenderer. The Performance security shall be in the form of Bank Guarantee issued by a Scheduled Commercial bank in India, in the prescribed form as provided in Form (Annexure- V) of this document.

23.2. **Liquidated Damages for error/variation:** In case any substantial error or variation or lack of integrity in Survey data submitted by the firm is detected and such error or variation is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by the NITI Aayog in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

23.3. **Liquidated Damages for delay:** In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1.0 % (one percent) of the Contract Value per week, subject to a maximum of 10 % (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

23.4. If contracting firm fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the client (NITI Aayog) as compensation and the Client can invoke the said Performance Bank Guarantee.

23.5. If any amendment is issued to the contract, the contracting firm shall, within twenty one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

23.6. The NITI Aayog shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Agreement or for recovery of liquidated damages. Subject to the above sub-clauses, the NITI Aayog will release the performance security without any interest to the firm on completion of the firm's all contractual obligations.

## **24. Resolution of disputes**

- 24.1. In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Chief Executive Officer (CEO), NITI Aayog, on the recommendation of the Secretary, Department of Legal Affairs, Government of India. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the Award), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 24.2. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

## **25. Applicable Law and Jurisdiction**

- 25.1. The contract shall be governed by the laws of India for the time being in force. Subject to clause 24 above (Resolution of disputes), the courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

**Annexure-I**

(Ref Para : 2.8 of RFP)

**List of the 104 Districts/cities**

<b>S. No</b>	<b>State Name</b>	<b>District/ City</b>
1	A & N. ISLAND	SOUTH ANDAMAN
2	ANDHRA PRADESH	GUNTUR
3	ANDHRA PRADESH	KURNOOL
4	ANDHRA PRADESH	CHITTOOR
5	ANDHRA PRADESH	VISHAKAPATNAM
6	ASSAM	GUWAHATI
7	ASSAM	KAMRUP
8	ASSAM	NAGAON
9	BIHAR	PATNA
10	BIHAR	ROHTAS
11	BIHAR	GAYA
12	CHANDIGARH (U.T.)	CHANDIGARH
13	CHATTISGARH	RAIPUR
14	CHATTISGARH	DURG
15	DADRA & N HAVELI	DADAR & NAGAR HAVELI
16	DAMAN & DIU	DAMAN
17	DELHI	NORTH WEST
18	GOA	NORTH GOA
19	GUJARAT	AHMEDABAD
20	GUJARAT	SURAT
21	GUJARAT	VADODARA
22	GUJARAT	RAJKOT
23	GUJARAT	VALSAD
24	GUJARAT	BHARUCH
25	HARYANA	GURGAON
26	HARYANA	FARIDABAD
27	HARYANA	PANIPAT
28	HIMACHAL PRADESH	SOLAN
29	HIMACHAL PRADESH	SIRMOUR
30	HIMACHAL PRADESH	UNA
31	JAMMU & KASHMIR	JAMMU
32	JAMMU & KASHMIR	SRINAGAR
33	JHARKHAND	DHANBAD
34	JHARKHAND	RANCHI
35	JHARKHAND	EAST SINGHBHUM
36	KARNATAKA	BANGALORE URBAN
37	KARNATAKA	BELGAUM
38	KARNATAKA	MYSORE

39	KARNATAKA	DHARWAR
40	KARNATAKA	UDUPI
41	KARNATAKA	BELLARY
42	KERALA	ERNAKULAM
43	KERALA	KOLLAM
44	KERALA	KANNUR
45	KERALA	THRISSUR
46	KERALA	ALAPPUZHA
47	MADHYA PRADESH	INDORE
48	MADHYA PRADESH	DHAR
49	MADHYA PRADESH	BHOPAL
50	MAHARASHTRA	THANE
51	MAHARASHTRA	PUNE
52	MAHARASHTRA	MUMBAI(SUBURBAN)
53	MAHARASHTRA	KOLHAPUR
54	MAHARASHTRA	NASIK
55	MAHARASHTRA	NAGPUR
56	MANIPUR	IMPHAL WEST
57	MANIPUR	THOUBAL
58	MEGHALAYA	RI BHOI
59	MEGHALAYA	E.K.HILLS
60	NAGALAND	DIMAPUR
61	ODISHA	SAMBALPUR
62	ODISHA	KHURDA
63	ODISHA	CUTTACK
64	PUDUCHERRY	PONDICHER
65	PUNJAB	LUDHIANA
66	PUNJAB	JALANDHAR
67	PUNJAB	PATIALA
68	PUNJAB	AMRITSAR
69	PUNJAB	MOHALI
70	RAJASTHAN	JAIPUR
71	RAJASTHAN	ALWAR
72	RAJASTHAN	AJMER
73	RAJASTHAN	BHILWARA
74	RAJASTHAN	UDAIPUR
75	SIKKIM	EAST
76	TAMIL NADU	TIRUPPUR
77	TAMIL NADU	COIMBATORE
78	TAMIL NADU	TIRUVALLUR
79	TAMIL NADU	VIRUDHUNAGAR
80	TAMIL NADU	VELLORE
81	TAMIL NADU	CHENNAI
82	TAMIL NADU	SALEM
83	Telangana	RANGA REDDY
84	Telangana	KHAMMAM

85	Telangana	HYDERABAD
86	Telangana	WARANGAL
87	TRIPURA	WEST TRIPURA
88	UTTAR PRADESH	G.B.NAGAR
89	UTTAR PRADESH	KANPUR NAGAR
90	UTTAR PRADESH	AGRA
91	UTTAR PRADESH	LUCKNOW
92	UTTAR PRADESH	MORADABAD
93	UTTAR PRADESH	SAHARANPUR
94	UTTARAKHAND	HARDWAR
95	UTTARAKHAND	UDHAMSINGH NG.
96	UTTARAKHAND	DEHRADUN(P)
97	WEST BENGAL	HOWRAH
98	WEST BENGAL	24-PARGANAS SOUTH
99	WEST BENGAL	BURDWAN
100	WEST BENGAL	CALCUTTA
101	WEST BENGAL	JALPAIGURI
102	ARUNACHAL PRADESH	ITANAGAR
103	LAKSHADWEEP	KAVARATTI
104	MIZORAM	AIZAWL

**Financial Proposal**

**Form 1: Covering Letter**

(Date and Reference)

To,

Joint Adviser  
Industries Division  
NITI Aayog  
Sansad Marg,  
New Delhi-110001

Dear Sir,

**Subject: Services / Consultancy for conducting 'Enterprise Survey on Business Regulatory Environment in India.**

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. We, \_\_\_\_\_ (Authorized signatory's name) herewith enclose the Financial Proposal for above. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

We agree that this offer shall remain valid for a period of 60 (sixty) days from the due date or such further period as may be mutually agreed upon.

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory's)

Name of Firm: Address:

Note: The Financial Proposal is to be submitted strictly as per Form 2 given in the RFP.



**Form 2: Financial Proposal**

**Request for Proposal ( RFP):** No. 13(94)/2015-I&M, NITI Aayog

**Subject: Services / Consultancy for conducting 'Enterprise Survey on Business Regulatory Environment in India.**

<b>Sl No.</b>	<b>Description</b>	<b>Amount (Rs.)</b>
1.	Fixed Lump sum Costs	
1.	Variable Cost for conducting Survey of 3000 Enterprises (inclusive of all personal allowances, traveling costs and Miscellaneous Expenses)	
	Total, including taxes, (in Rs.) In Indian Rupees in words: _____	

**Note:**

- 1) The financial evaluation shall be based on the above Financial Proposal.
- 2) No escalation on any account will be payable on the above amounts.
- 3) All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.
- 4) The variable cost component ( at sl. No. 2 above) will be applicable for calculating financial implication on account of increase in scope of the work ( on pro rata basis).

(Signature, name and designation of the Authorized signatory's)

Name of Firm: Address:

**Annexure-III**  
**( Ref Para: 17)**

**Request for Proposal ( RFP):** No. 13(94)/2015-I&M, NITI Aayog

**Part 1:**

**(I) Minimum eligibility/qualifying criteria**

Information required as per para 6 of RFP: The minimum qualifying criteria for the submission of RFP

**Part2:**

**(II) Technical Evaluation**

<b>Main criteria and weights</b>	<b>Sub- Criteria</b>	<b>Sub weight</b>
Standing and Experience of Market Research / consulting firm / institution  40%  <b>in Form: 3</b>	Presence of the Company as Consulting/Market Research/ Survey Company/ institution  (Presence in India for last five Years: 3 Marks , 5-10 years: 4 marks, more than 10 years: 5 marks)	5
	Nature of projects undertaken:  Experience in conducting multi-State Survey in last 2 years (involving three or more States):  (Three multi-State survey in last two years and of minimum contract value of Rs. 50 lakhs each : 15 Marks; 2 marks for each additional multi-State Survey)	25
	Network and availability of infrastructure of the firm and logistics at different locations in India	10
Experience and responsibility profile of the Project Manager (s)/ Leader(s) and other team Members to be involved in the assignment.  30%  <b>in Form: 4</b>	Having at least 2 (two) project managers with experience of leading a Survey team of 20 or more field executives. One such Project manager / Leader shall lead/ oversee the proposed Survey. ( Pl. Attach details in CV of Project Managers/ Experts)  Qualification and past performance /Experience, of the Project Manager/ Leader.  Minimum Experience: 10 (ten) years of Market research/ Consulting/Survey experience in India preferably survey of Enterprises engaged in manufacturing.	
	(i) Experience: (10-12 years : 3 Marks , more than 12 years: 5 marks)	15

	(ii) Experience as Project Manager: Experience of handling project/ survey team of more than 20 staff at multiple locations: total 5 marks (one project: 3 marks, two projects 4 marks, three or more projects: 5 marks)	
	(iii) Number of Consultancy / Survey Projects handled of revenue one crore or more: ( one project: 3 marks, two or more projects: 5 marks, projects are to be other than covered at sl no. ii above)	
	Qualification and past performance /Experience, of other Team members  Minimum Experience : 5 Years ( 5-10 years: 2 marks for each member, more than 10 years: 3 marks for each member) Maximum Marks: 15	15
Work Plan and Measures to ensure qualitative aspect of the Survey.  30%	Response to the RFP	10
	Methodology including Quality of Work Plan and timely completion – Management and coordination aspects	10
	Measures to ensure qualitative aspect of the Survey.	10
Total – 100%		

**Relevant experience of Market Research / Consultancy Firm / Expert Institution**

- (i) Presence of the Company as Consulting/Market Research/ Survey Company/ institution in India
- (ii) Experience in conducting multi-State Survey in last 2 years (involving three or more States) & Track record of having completed 5 multi-State (involving three or more States) Survey Projects in India.

1.	Assignment / Project Name:
2.	Approx. value of the contract:
3.	Name of Client: Address of Client:
4.	Duration of assignment (months): Start Date (Month/Year): Completion Date (Month/Year): Project / Survey Location within Country:
5.	Total number of staff-months:
6.	Approx. value of the services provided by your firm:
7.	Narrative Description of Project:
8.	Description of Actual Services Provided by Your Staff:

- (iii) Network and availability of infrastructure of the firm and logistics at different locations in India

**Particulars of the firm/ organization and experience of Project Manager(s)/ Leader(s)**

1	Title of Consultancy:
2	Name/ designation, and contact details of the Project Manager(s) / Leaders : Name: Designation: Address: Phone No.: E-mail address:
3	Name, designation, and contact details of all the other members to be involved Name: Designation: Address: Phone No.: E-mail address:
3	<b>For all Project Manager(s)/ Leader(s) and other team members:</b> a) Number of Years in experience in dealing with Market research/ consulting/ Survey b) Experience and responsibility profile of the Project Manager (s)/ Leader(s) and other team Members to be involved in the assignment. c) Number of years of experience in Market research/ consulting/ Survey. d) Experience of leading a Survey team of 20 or more field executives. e) Experience in Survey of Manufacturing Enterprises. f) Details thereof (not more than 200 words).
4	For the Managers/ Leaders, state the following information: a) Have the Manager(s) been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No b) Have the Managers ever failed to complete any work awarded to it by any public entity/ Planning Commission/ NITI Aayog in last five years? Yes/No c) Have the Managers been blacklisted by any Government Department/Public Sector Undertaking in the last five years? Yes/No d) Have the Managers, suffered bankruptcy/insolvency in the last five years? Yes/No

**BANK GUARANTEE FORM FOR EMD**

Whereas ..... (hereinafter called the —Tenderer) has submitted its quotation dated..... for the **consultancy for conducting “Enterprise Survey on Business Regulatory Environment in India”** (hereinafter called the —tender) against the Client’s RFP/tender enquiry No. .... Know all persons by these presents that we ..... of ..... (hereinafter called the —Bank) having our registered office at ..... are bound unto ..... (hereinafter called the —Client) in the sum of ..... for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of ..... 20..... The conditions of this obligation are —

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Client during the period of its validity:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract or
  - b) fails or refuses to accept or execute the contract.

We hereby irrevocably and absolutely undertake to pay immediately the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s). This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee will not be discharged due to change in the constitution of the bank or the Tenderer.

.....  
(Signature of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To The President of India  
Acting through CEO, NITI Aayog  
Sansad Marg,  
New Delhi 110001

WHEREAS ..... (name and address of the firm) (hereinafter called —the Consulting Agency) has undertaken, in pursuance of RFP/contract no..... dated ..... to offer **consultancy for conducting an “Enterprise Survey on Business Regulatory Environment in India”** (herein after called —the contract).

AND WHEREAS it has been stipulated by you in the said contract that the Consulting Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Consulting Agency such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consulting Agency, up to a total of ..... (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Consulting Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consulting Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consulting Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Consulting Agency.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.

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 an on behalf of the Bank.

This guarantee shall be valid upto and including the ..... day of ....., 20.....

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

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**Important Information & Tentative Dates**

RFP number	NITI No. 13(94)/2015-I&M dt. 9.10.2015
Date of Issuance of the RFP	9 <sup>th</sup> October, 2015
Place of receipt of tender/ Online link for the RFP document	<a href="http://niti.gov.in">http://niti.gov.in</a> <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
EMD	Rs. 2,00,000/- ( Para 11 of RFP)
Last date for submission of written questions by bidders ( Para 4, RFP)	19 <sup>th</sup> October, 2015
Bidder's Conference / Pre Bid Meeting Room No. 136, NITI Aayog, Sansad Marg, New Delhi	23 <sup>th</sup> October, 2015, 3.00 PM
Response to the Queries	27 <sup>th</sup> October, 2015
Closing date/ due date and time for receipt of bids	10 <sup>th</sup> November, 2015, 3.00 PM
Opening Of "Technical Proposal" Room No. 136, NITI Aayog, Sansad Marg, New Delhi	10 <sup>th</sup> November, 2015, 3.30 PM
Evaluation of the Technical Proposal	Within 2 week
Declaration of Short listed Firms	To be informed later
Contact Person	Joint Adviser Industries Division Room No. 309 NITI Aayog, Sansad Marg, New Delhi 110 001 Telephone No. 91+11+23096741 EMail: <a href="mailto:es-niti@gov.in">es-niti@gov.in</a>
Alternate Contact Person	Deputy Adviser Room No.502 NITI Aayog, Sansad Marg, New Delhi-110 001 Telephone No. 91+11+ 23096780 Email: <a href="mailto:upendrakumar.g@nic.in">upendrakumar.g@nic.in</a>