



Reference No. : RFP/CCI-ITD/2012/01

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF STRATEGIC CONSULTANT

TO PREPARE

E-GOVERNANCE ROADMAP

FOR

COMPETITION COMMISSION OF INDIA

**Hindustan Times House,
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DOCUMENT CONTROL SHEET

S. No.	Particular	Details
1.	Document Reference Number	RFP/CCI-ITD /2012/01
2.	Date of issue of RFP	19.04.2012
3.	Last date of issue of RFP	18.05.2012 up to 1200 Hrs
4.	Last date and time for receipt of proposals	18.05.2012 up to 1500 Hrs
5.	Date and time of opening of Technical Proposals	18.05.2012 at 1600 Hrs
6.	Date and time of Presentation of Technical Proposals	To be decided later
7.	Date of Opening of Commercial bids	To be decided later
8.	Cost of RFP document	₹ 1,000/-
9.	Earnest Money Deposit (EMD)	₹ 50,000/- (₹ Fifty Thousand only)
10.	Office Address (for purposes related to this RFP document)	IT Division Competition Commission of India, Hindustan Times House, (3 rd Floor) 18-20, Kasturba Gandhi Marg, New Delhi-110001 Tel: +91 11 23473726/464/440/447 Fax No: +91 11 23704686 Email: cci-kanupriya@nic.in cci-aashwin.malik@nic.in cci-avadh.narayan@nic.in
11.	Website	http://www.cci.gov.in

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Section 1: Invitation for Proposal (IFP)

1.1. Background

The Competition Commission of India (CCI) was established under the Competition Act, 2002 to eliminate practices having adverse effect on competition, promote and sustain competition, protect the interests of consumers and ensure freedom of trade carried on by other participants, in markets in India. The Commission envisaged implementing e-Governance project (iTOP) through various Information and Communication technology (ICT) initiatives. CCI is now fully functional and plans to draw the e-Governance architecture to encompass all functional processes in order to bring operational efficiency and transparency. In this context, the CCI through this process of RFP intends to select consulting firm/ company to help CCI in devising a strategic plan for e-Governance project. The Bidders are being invited to submit a Proposal which will be the basis for selection of Consultant.

The Consultant will be required to assess the CCI's e-Governance needs and formulate a Detailed Project Report (DPR) including Division-wise Software Requirements Specification (SRS), Project Management Plan and RFP document, along with the finalization of implementing agency. *Section 4B of the RFP elaborates the Scope of Work (SOW) and expectations from the Bidder.*

1.2. Invitation

- a) Through this RFP, it is intended to invite Proposals for selecting an agency to provide Consultancy services for implementing e-Governance project in CCI.
- b) The last date and time for submission of Bid is 18.05.2012 upto 1500 Hrs. The Technical Bid will be opened on 18.05.2012 at 1600 Hrs. in the presence of Bidders or their authorized representatives. No bids will be accepted after the due date and time.
- c) CCI may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of CCI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- d) The Bids must be submitted before the due date/time to this Office by post or by hand at the address given below:

The Deputy Director (CS)
Competition Commission of India
Hindustan Times House (3rd Floor), 18-20, Kasturba Gandhi Marg,
New Delhi – 110 001, Tel: 011-23473400, Fax: 011-23704686

Section 2: Instructions to Bidders (ITB)

2.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract will have the following meanings:

- a) **“Bidder”** means firm/ company who submits proposal in response to this Request for Proposal document.
- b) **“CCI Committee”** means committee constituted for evaluation of Proposals.
- c) **“Consultant”** means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract., and also described as Vendor.
- d) **“Contract”** means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
- e) **“EMD”** Earnest Money Deposit
- f) **“ICT”** Information and Communication Technology
- g) **“PBG”** Performance Bank Guarantee
- h) **“GCC”** means General Contract Conditions, specified in Section 3 of RFP.
- i) **“ITB”** means Instructions to Bidders, specified in Section 2 of RFP.
- j) **“Personnel”** means professional and support staff provided by the Consultant to perform services to execute an assignment and any part thereof.
- k) **“Proposals”** means proposals submitted by Bidders in response to the RFP issued by the CCI for selection of Project Consultant.
- l) **“Services”** means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the CCI.
- m) **“SOW”** means Scope of Work for the Consultant, specified in Section 4B of RFP.

2.2. Validity of Proposals

- a) Proposals shall remain valid for a period of 90 (Ninety) days from the date of opening of Commercial Proposal. CCI reserves right to reject a proposal valid for a shorter period as non-responsive.
- b) In exceptional circumstances, CCI may solicit the Bidder's consent to an extension of the period of validity. Extension of validity period by the Bidder should be unconditional. A Bidder filing the request will not be permitted to modify its Proposal.

2.3. Right of CCI to accept or reject any or all Bids:

- a) The CCI reserves the right to accept or reject any bid or 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 any obligation to inform the affected Bidder or Bidders of the grounds for the CCI's action.
- b) The acceptance of tender will rest with CCI which does not bind itself to accept any specific bid and reserves the right to reject any or all the tenders received, without assigning any reason. All bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- c) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidders, who resort to canvassing, will be liable to rejection.

2.4 Clarifications and amendments of RFP

- a) During process of evaluation of the Proposals, CCI may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time frame.
- b) CCI may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out and all the Bidders may be asked to amend their proposal due to such amendments.

2.5 Earnest Money Deposit (EMD)

- a) The Bidder shall furnish, as part of the Pre-qualification Proposal, an Earnest Money Deposit

(EMD) amounting to ₹ 50,000/- (₹ Fifty Thousand Only) by way of Demand Draft in favour of “Competition Commission of India (Competition Fund) Account” payable at New Delhi.

- b) The EMD shall be in Indian Rupees and shall be in the form of Bankers Cheque or Demand Draft.
- c) The earnest money of unsuccessful Bidders shall be refunded within 30 days after final award of contract.
- d) EMD of the successful Bidder will be released after the Bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).
- e) The EMD will be forfeited on account of one or more of the following reasons:
 - 1. Bidder withdraws its Proposal during the validity period specified in RFP and in the Form 1a: Covering Letter.
 - 2. Bidder does not respond to requests for clarification of its Proposal.
 - 3. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 4. In case of a successful Bidder, the said Bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

2.6. Process for Selection of Project Consultant

This enquiry is in the nature of RFP intended to result in selection of a Project Consultant to help the Commission in preparing a roadmap for successfully implementing e-Governance project in CCI. A “**Two bid**” system will be followed comprising of a “Technical Bid” and a “Financial Bid”. Both the Bids should be submitted in separate sealed envelopes duly marked as “Technical Bid” or “Financial Bid”, as the case may be. Both the Bids along with Demand Draft of EMD must be kept in a large sealed cover clearly marked in BOLD LETTERS – “QUOTATION FOR SELECTION OF STRATEGIC CONSULTANT TO PREPARE E-GOVERNANCE ROADMAP”.

The responses received pursuant to this RFP will be evaluated as per the criteria specified in this document and the successful Consultant will be awarded contract.

2.7. Eligibility Qualifications

- a) This invitation to submit Proposals to the RFP is open to those Bidders who meet the following pre-qualification criteria:

1. Registered company/ firm incorporated under the Indian Companies Act, 1956 and have been in existence for a period of at least 10 years as of 31.03.2012.
2. The Bidder should have valid Service Tax registration in India.
3. The Bidder must have registered office within Delhi/NCR.
4. The Bidder should have an average turnover of ₹50 crores from Information Technology Services only during the last 3 financial years as shown in their audited accounts. The turnover should not include IT or other transactions with its subsidiary companies or with anyone under reciprocal agreements. It is further emphasized that Bidders having proven expertise in identical or similar e-Governance projects in similar enterprises shall be given due weight-age.
5. Out of the total turnover of the company a minimum of ₹10 crores should be from IT consulting services (other than sale and implementation of hardware, software and networking equipment).
6. The Bidder must have ISO 9000 certifications or must have implemented any other Internal Quality System with defined quality policy and Standard Operating Procedures.
7. The Bidder should have an employee base of at least 50 full time professionals (in Management, IT Consulting, BPR and Financial Analysis) on the pay roll of the company.
8. The Bidder should have completed or currently executing at least five e-Governance Projects for consulting value of over ₹ 10 lakhs each in the last three years.

2.8. Disqualifications

CCI may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c) Submitted a proposal that is not accompanied by required documentation or is non-responsive;

- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one Proposal;
- f) Declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- g) Submitted a Proposal with price adjustment/variation provision.

2.9. Preparation of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.
- b) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any bid with interlineations, erasures or over writings are liable to be rejected.
- c) The Proposal shall be typed and shall be signed by the Bidder or duly authorized person(s). The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- d) In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.

2.10. Submission of Proposal

- a) Bidders shall submit their Proposals at the office address on or before the last date and time for receipt of proposals mentioned in document control sheet.
- b) Proposals shall be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of all parts should be paginated and in conformity with eligibility qualifications and be clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents.
- c) Every page of the documents submitted by the Bidder must be duly signed by the authorized signatory of the firm/ Company along with the Company seal.

- d) The two parts of the Proposal should be as per following:
1. **Technical Proposal** – The envelope containing technical proposal shall be sealed and superscripted “Technical Proposal – Selection of Strategic Consultant to prepare e-Governance Project Roadmap” along with document reference number. Following list of documents shall be submitted as part of Technical Proposal:
 - i. Earnest Money Deposit.
 - ii. RFP Document fee - Demand Draft of ₹ 1000/- (Rupees One Thousand Only) in favour of “Competition Commission of India (Competition Fund) Account” payable at New Delhi.
 - iii. Form 1a: Covering Letter The covering letter on Bidder’s letterhead requesting selection as Project Strategic Consultant.
 - iv. All supporting proofs, information and documents as specified in RFP which are relevant to eligibility qualifications (arranged in seriatim as mentioned in 2.10).
 - v. Technical Proposal Formats comprising of Technical Form 2a, Technical Form 2b & Technical Form 2c along with details, supporting information and documents.
 - vi. Apart from a hardcopy of all Technical Proposal documents, Bidder would also submit a softcopy of all the Technical Proposal documents on a CD.
 2. **Commercial Proposal:** The envelope containing commercial proposal shall be sealed and superscripted “Commercial Proposal – Selection of Strategic Consultant to prepare e-Governance Project Roadmap” along with document reference number. Commercial Proposal is to be submitted in Form 3 – Commercial Proposal Format. A Bidder will provide a single quotation for all inclusive fees (including taxes) to be charged for the assignment. No extra out of pocket expenses will be reimbursed.

2.11 Evaluation of Proposals

CCI will constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the RFP, a two stage process, as explained hereinafter, will be adopted for evaluation of Proposals submitted by the specified date and time.

2.11.1 Evaluation of Technical Proposal

- a) Scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are generally in order and complete, whether the documents have been properly signed, whether

any computational errors have been made. Proposals not conforming to such preliminary requirements will be rejected.

- b) Conformance to eligibility criteria: Proposal responses conforming to preliminary scrutiny requirements will be checked for conformance to the eligibility qualifications stated in Section 2, Clause 2.7. Non-conforming Proposals will be rejected.
- c) The Technical evaluation would be based on following parameters and weightages:

S.No.	Criteria	Weightage (in %)
1.	Past Relevant Experience in Workflow and DMS in Government Organisation	20
2.	Profiles of Personnel Constituting Project Team	10
3.	Past Relevant Experience in Standardization and Open Source Technology	20
4.	Presentation on Work plan	20
5.	On site demonstration of successfully implemented e-Governance Project	30

- d) It is further emphasized that Bidders having proven expertise in identical or similar successful e-Governance projects in identical Government Organisation shall be given due weightage.
- e) The Bidders would be required to give a presentation about their technical proposal. The presentation should focus on the above parameters that would be considered for the purpose of technical evaluation. It would be preferred that the presentation is made by the Consultant who will be involved in the assignments. Special weightage and attention shall be paid to the approach, methodology and understanding by the project team.
- f) Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time frame, otherwise Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders and the proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal. For verification of information submitted by the Bidders, the committee may visit Bidder's offices at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the committee. The Bidders shall also assist the Committee in getting relevant information from the Bidders' references.
- g) For calculating the Technical Score (TS) the criteria mentioned in Para 2.11.1(c) will be reckoned. Only those Proposals which have a minimum score of 70 will be considered for

further evaluation. The technical scores from the Technical Evaluation will be used for the final evaluation.

2.11.2. Evaluation of Commercial Proposal

- a) Commercial Proposals of only those Bidders would be opened who qualify the technical evaluation, as per technical evaluation process described above.
- b) The proposal with lowest total Cost of Project Consultancy (PC) proposed in Form 3 will be designated as L1 and will be awarded a Commercial Score of 100.
- c) Commercial Scores for other technically qualified Bidders will be evaluated using the following formula Commercial Score of Bidder (CS) = (PC of L1 / PC of the Bidder) X 100 % (rounded off to 2 decimal places).

2.11.3 Final Evaluation

- a) A composite score shall be calculated for technically qualified bids only. The weightage for the composite evaluation is as described below:
 - 1) Technical – 70%
 - 2) Commercial – 30%
- b) Bidder with the highest final composite score (Final Score = TS*0.7 + CS*0.3) will be declared as the Best Evaluated Bid. In case of a tie in the final composite score the Bidder with the higher Technical Score will be considered.

2.11.4 Award of Contract

CCI will notify the successful Bidder in writing that its proposal has been accepted. The Consultant will sign the Contract Agreement as per Annexure A within 7 days of the notification. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

2.12. Confidentiality

- a) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed by any Bidder to other Bidders or any other persons not officially concerned with such

process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of CCI, the Project Consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

- b) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ Consultant and/ or the CCI to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- c) Following the intent of section 57 of the Competition Act, 2002 and as required under regulation 35 of the Competition Commission of India (General) Regulations, 2009, Consultant shall be committed to maintaining the privacy and confidentiality of all data provided by the User. Consultant shall respect the User's need for absolute confidentiality at all times and give complete assurance that all privileged information will be treated appropriately. No information entered/accessed by Consultant shall be ever sold, rented, leased, traded, swapped, marketed, exchanged, bartered, distributed, or disclosed in any way.

2.13. PAYMENT AND TAXES

The invoice for the project would be raised after acceptance of deliverables of each phase as well as provision of satisfactory consultancy. The payment schedule is as follows:

Assessment Phase
25 % after completion of Assessment Phase
35 % after completion of Design Phase
40 % after completion of Construction Phase

Section 3: General Contract Conditions (GCC)

3.1. Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of CCI shall be final and binding.

3.2. Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between CCI and the Consultant. The Consultant subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Consultant shall be fully responsible for the services performed by it or any of its personnel on behalf of the Consultant hereunder.

3.3. Standards of Performance

The Consultant shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this contract as faithful advisor to the CCI. The Consultant shall always support and safeguard the legitimate interests of the CCI, in any dealings with the third party. The Consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Consultant shall conform to the standards laid down in the RFP in totality.

3.4. Consultant's Downstream Business Interest

The Consultant shall not be eligible to bid for the activities relating to the implementation of this project. Further, the consultant shall give a declaration that they do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.

3.5. Consultant Personnel

The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project. There are specialized domains of e-Governance mentioned in Section 4B (SOW) and it is desirable from the Consultant to deploy right personnel.

Ordinarily, the Consultant would not replace its personnel deployed for the assignments. However, the replacement will only be allowed with prior permission of CCI.

3.6. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of India.

3.7. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify CCI from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, CCI shall be defended in the defense of such proceedings.

3.8. Governing Language

The Contract shall be written in English. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in English.

3.9. Performance Bank Guarantee (PBG)

- a) Within 15 days of notifying the acceptance of Proposal for the award of contract, the Consultant shall furnish a Performance Bank Guarantee, as per Annexure B, amounting to the 10% of the entire contract value valid for contract period as its commitment to perform services under the contract.
- b) Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG without prejudice to other remedies available under this agreement.
- c) The PBG shall be released immediately after expiry of contract provided there is no breach of contract on the part of the Consultant.

- d) No interest will be paid on the PBG.

3.10. Performance Assessment

- a) There shall be a penalty for non-adherence to the time schedule prescribed in Section 4B. For every additional week of project delay, 2 % (two percent) of the project fee shall be liable to be deducted for every 1 week (or part thereof).
- b) If the delay is beyond 4 weeks then CCI may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Consultant. The Consultant may be debarred for applying in future project consultancy assignments.

3.11. Termination of Contract

The Consultant's association with the CCI will terminate in following ways:

- a) The term of Contract expires.
- b) Termination of Contract by the CCI due to non-performance during the execution of Project:
 - 1) Performance is below expected level.
 - 2) Non adherence to the timelines of the Project.
 - 3) Quality of work is not satisfactory.

3.12. Termination for Insolvency, Dissolution etc

CCI may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company.

3.13. Termination for Convenience

CCI reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for CCI's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

3.14. Force Majeure

a) Neither party shall be responsible for breach of contract resulting from acts beyond the control of such party and not foreseeable. Such acts shall include but not be limited to acts of God, riots, acts of war or epidemics

b) In the event, the timely and efficient progress of the work is interrupted or suspended because of a force majeure event, the term of the agreement may be extended, at the request of the party taking such plea made immediately after such event, to include number of days for which the progress of the work was so interrupted or suspended, and the completion date shall be pushed back accordingly. Any such extension of the term and new completion date shall be subject to the consent of the other party.

3.15. Taxes and Duties

CCI shall not pay any increase in duties, taxes and surcharges or any other charges on account of any revision, enactment during the period of validity of proposals or during the contract period.

3.16. Resolution of Disputes

(I) Resolution of Disputes

In case, a dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract viz:

(i) Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party to the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then sub-clause (ii) shall become applicable.

(ii) Arbitration

- (a) In case the dispute arising between the CCI and the Vendor, is not been settled amicably, the same shall be settled through Arbitration under Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- (b) Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The arbitration awards shall be in writing and shall state the reasons for the award.
- (c) In the case of dispute arising between the CCI and the vendor, the same shall be referred for arbitration to the Arbitral Tribunal, having Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant along with such request shall send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communication select one member of the panel to act as Sole Arbitrator. In case, none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to the claimant and the claimant shall be entitled to nominate the sole arbitrator from among the panel sent by the opposite party. In case none of the member of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Deptt. Of Legal Affairs, Govt. of India, New Delhi.

(II) Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at New Delhi, India only.

(III) Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed.

Section 4A: Miscellaneous Provisions

Waiver

4A.1 Save where this RFP/agreement expressly provides, neither party shall be deemed to have waived any right, power, privilege or remedy under this agreement unless such party shall have delivered to the other party a written waiver signed by an authorized office of such waiving party. No failure or delay on the part of either party in exercising any right, power, privilege or remedy hereunder shall operate as a waiver, default or acquiescence thereof, nor shall any waiver on the part of either party of any right, power, privilege or remedy, nor shall have any single or partial exercise of any right, power, privileges or remedy, nor shall any single or partial exercise of a right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy hereunder.

Damages

4A.2 Without prejudice to the clauses on Penalty and Cancellation/PBG, CCI shall be entitled to claim damages to be paid by the Vendor under any of the following eventualities:

4A.2.1 Loss of data or breach of confidentiality/security due to negligence of the vendor.

4A.2.2 Unauthorised sharing of information or data with any other party or granting unauthorised access to CCI system.

4A.2.3 Damage due to negligence to CCI property such as hardware, network, fixtures, fittings or existing software/applications/programs being used by CCI.

4A.2.4 Failure to comply with written internal administrative instructions/directions that apply to the Vendor.

4A.2.5 Participation or complicity in illegal or unethical behaviour in course of performing some work under the mandate of CCI.

4A.2.6 Indulging in any act or conduct that damages the reputation or credibility of CCI.

4A.3 If CCI has reasons to believe that the Vendor is responsible for any of the above eventualities, it shall serve a show cause upon the Vendor in writing, requiring such clarifications, documents or evidence as it may deem fit. The Vendor shall be given reasonable opportunity to explain its conduct and CCI shall arrive at a decision for imposing liquidated damages based upon the submissions of the Vendor. It is clarified that CCI will give due regard to whether or not the conduct in question was intentional, malafide or negligent or not. A sum up to 50% of the value of the contract shall be recovered as liquidated damages from the Vendor in the manner prescribed by CCI. The determination of the exact amount within the said limit shall be at the sole discretion of CCI. This shall be without prejudice to other remedies available under this contract to CCI.

Statutory Obligations

4A.4 The vendor shall be obliged and solely responsible to comply with all the statutory requirements under the Payment of Wages Act, 1936 ; the Industrial Disputes Act, 1947 ; the Minimum Wages Act, 1948 ;the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 ; the Payment of Bonus Act, 1965; the Contract Labour (Regulation and Abolition) Act, 1970; the Payment of Gratuity Act, 1972 ; the Equal Remuneration Act, 1976; the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, the Child Labour (Prohibition And Regulation) Act, 1986, the Contract Labour (Regulation and Abolition) Act, 1970 or any other law which may be passed and the rules made thereunder as applicable, in respect of the manpower engaged by it and CCI shall not be a party to any dispute arising out of such deployment by the vendor.

Section 4B: Scope of Work (SOW)

4.B.1. Introduction

This section deals broadly with activities to be undertaken by the selected Project Consultant who would provide its services under the RFP to help the Commission in devising a strategy to successfully implement the e-Governance Project in the CCI.

4.B.2. Project Objectives

The objective of the project is to help the Commission in devising a strategy to successfully establish an ICT system with focus on:

- a) Devising of an electronic workflow system for internal as well as external office processes.
- b) Design and Re-design processes for paperless office to infuse transparency and accountability in operations.
- c) Backend computerization of the functions of CCI.
- d) Redressal of informants cases / appeals / grievances with service levels.
- e) Establish a real time MIS system for prompt and efficient decision making.
- f) Suggest improvements based on innovations, initiatives and best practices from similar systems.

4.B.3. Project Overview

- a) It is envisaged that an integrated ICT system will be developed/ revamped to enable the CCI to manage various functions more efficiently.
- b) Wherever required, the consultant would organize stakeholders' workshops to take the inputs. The consultant will conduct the workshop, prepare presentations and resource material and document the proceedings of the workshops.
- c) The scope of work as outlined in this section should be read in conjunction with the CCI's structure, functions, existing IT initiatives and e-Governance envisioning indicated in the e-Governance Project Roadmap (iTOP) placed on the website (www.cci.gov.in). The document can be accessed from the CCI website. This may not be exhaustive or comprehensive, further functional requirements may be revealed after the field study and interaction of the Consultant with all stakeholders.

4.B.4. Activities of Work, Deliverables, Timelines and Payment Terms

	I	II	III
Phases	Assessment	Design	Construction
Time	3 Weeks	8 Weeks	10 Weeks
Deliverables	AS-IS Report, Feasibility Report	Detailed Project Report (DPR) including Division wise SRS	Project Management Plan
	Best Practise Report		RFP Document
	AS-IS Process Map Report	Change Management Plan Report	Finalization of Implementing Agency

	To-Be Process Map Report		
Payment	25%	35%	40%

Activities in Each Phase:

**Phase: 1 Assessment Phase
Weeks**

Duration: 3

Activities	Deliverables
1. Study the present organization structure, functions and services of the CCI	As Is Status report
a) Organization structure, functions and services of the CCI	
b) Study & document the work flow of rules/ procedures and Set of instruction of the CCI.	
c) Objectively assess & analyze the current working of the CCI and identify the functional areas for improvements	
d) Map the services and associated processes at the CCI & its DG Office	
2. Study the existing IT infrastructure and services	Feasibility Report
a) Assess the existing IT infrastructure – hardware/ software, applications, data digitization and networks of the CCI including Intranet, Internet and website.	
b) Feasibility of the Project in terms of their long term sustainability, utility, reusability, cost benefit analysis, etc.	
3. Study of International Best Practices of similar systems like EU Commission	Best Practices Report
a) Identify best practices & success stories of similar systems that have been implemented in other Countries that are relevant for incorporation in the project. The Report should consist of Technology used:	
* People – how many at each stage and what role do they play	

* Resources – Cost of implementation, time required for implementation	
* How is it relevant to CCI in terms of its Applicability, Feasibility, Cost/Benefit Analysis, Pitfalls/Problems, Advantages/ Disadvantages etc.	
* Experiences/ Learning’s of the implementing organizations.	
* IT Security Practices, IT Policy in similar organisations.	
4. Detailing of the Existing processes	As Is Process Map Report
a) Document the current state of functions, services and associated processes. An in-depth study will be made of all functionalities, processes and procedures.	
b) Map the current services, associated processes, procedures and technology used for delivery	
c) Some of the key points of the report will be:	
* The performance of the different functions, services and processes. The performance problems and the root cause analysis and * The impact of the processes on the overall .performance	
5. Design of To-Be-processes including BPR study if any	To Be Process Map Reports
a) Study and Analyze the existing applications software, their functionality, documentation and Gaps.	
b) Analyze the existing processes and identify the processes that:	
* Can be implemented more efficiently (inefficient processes)	
* Can be shortened/collapsed by eliminating certain steps or sub processes (processes with redundant steps)	
* Can be merged with other processes (overlap with other processes)	
* Can be eliminated totally (redundant processes)	

* Document the functions/ services/ processes for improvement, automation / IT enablement and Process Reengineering for speedy, efficient, transparent and accountable system	
* The technologies to address the requirements	
* Design & detail out description, specifications, service levels and target performance of the re-engineered and associated processes	
6. Study & Design MIS requirements	MIS, EIS, DSS requirements Reports
a) Study & identify the MIS, EIS, DSS requirements of the CCI at various levels for prompt planning and efficient decision making	
b) Design & define service levels and propose design methodology for continuous measurement and reporting anywhere anytime	
7. Frame & Draft Legal changes required	Legal changes requirement Report
a) Identify and define the scope and framework of legal, regulatory and statutory Reforms required to be put in place as a result of suggested changes.	
b) Guide & help the CCI in drafting the corresponding legal, regulatory and statutory changes if required	

Phase: II Design Phase

Duration: 3 Weeks

Activities	Deliverables
1. Detailed Project Report (DPR) including Division wise SRS	Detailed Project Report (DPR)
a) Detail out the complete scope, phasing strategy, costing, timelines and the implementation plan of the project.	
b) Chalk out baseline figures with respect to all services and functions	
c) Prepare the e- Governance roadmap blueprint and action plan along with support required (if any)	

d) The Solution Architecture involving all the building blocks of the project including the following:	
* Functional Solution: having following components with corresponding activities to design the components:	
* Functional features and requirements of the proposed application	
* Description of Functional Architecture	
* Delivery channel architecture and user interfaces with service levels	
* Interface of application with other central and state level e-Governance initiatives	
* Reusability of common and core applications	
* Expected user experience, navigation and usability features	
c) Technology Solution: will involve designing:	
* Application architecture, consisting of all the required modules.	
e) Software requirement specifications (SRS) scoping out following:	
* Micro level study of candidate systems at various levels	
* List out Division wise systems for Software development	
* Describe the system as seen by its end users, analysts and testers.	
* Describe the design view of the system encompassing with broad classes/data bases, transaction layouts, integration/ interfaces for process transformation.	
* Describe the process view, addressing the processes involved in building the systems, inter linkages in process transformation, performance, scalability and throughput of the system.	
* Network Architecture, Database Architecture, including defining data structure, data dictionary as per standards laid down by Government of India.	
* Security architecture and Audits,	
* Define technology standards for all IT interventions,	
* Web portal design	
* DMS and Workflow System	

* Data migration strategy	
* Disaster management plan	
* Data Centre and Data Recovery Centre outlay and BOM Design and specifications	
2. Change Management Plan	Change Management Plan Report
a) Capacity Building Requirements: Assess the gaps in skill sets & capacities of the existing personnel and project the capacities required to implement e-Governance. Accordingly Prepare capacity building plan and suggest training and reorientation needs	
b) Change Management Strategy: The change management strategy will include:	
* Identify change characteristics (assess the size and nature of change)	
* Assess the readiness of the organization for change	
* Develop a team model and a sponsor model	
* Identify change management team members and assess competencies	
* Prepare pedagogy and training material for change management team (based on assessment of competencies)	

Phase: III Construction Phase

Duration: 3 Weeks

Activities	Deliverables
1) Project Management, Monitoring and Evaluation Plan	Project Management Plan, RFP Document & other supporting documents
a) Prepare detailed comprehensive Project Management, Monitoring & Evaluation framework, plan and procedures for project implementation including reports' format etc.	Finalization of Implementing Agency
2) Selection of Implementing Agency (IA)	

* Prepare RFP & related documents required for selecting Implementing Agency (including Application software, testing, application training, hardware/ software & networking requirements, data digitization, operations & management, etc).	
* Prepare contract agreement and service level agreement (SLA).	
* Guide through RFP tendering, evaluating and contract finalization processes.	

Note: 1. CCI would have full right to prematurely close the project or reduce the scope of work at any time without assigning any reasons.

2. Payments shall be released against the pre-receipted bills submitted by the Consultant in triplicate in the name of the CCI and after the recommendation by the Project Review and Monitoring Committee.

3. All payments will be made subject to TDS (Tax deduction at Source) as per the Income Tax Act, 1961 and other taxes if any as per Government rules.

4.B.5. Roles & Responsibilities

4.B.5.1. Roles & Responsibilities of the Consultant

The Consultant will be responsible for the following:

- a) Consultant will work in close coordination with CCI for this project.
- b) Consultant will carry out the activities as indicated in Section 4 of this document and submit all the mentioned deliverables within the stipulated time frame.
- c) Consultant will ensure that the time lines will be adhered to. If there are any perceived slippages on the timelines, Consultant would deploy additional manpower, free of any additional charges.
- d) Consultant will make the best effort to ensure that the quality of deliverables meets the International standards.
- e) The Consultant would get the relevant sections of deliverables, particularly the deliverables of Assessment phase and Design Phase, duly verified/ validated from the IT Division.
- f) The deliverables will be accepted only if they conform to the specifications as laid down in this Scope of Work. Deliverables of the Consultant will be considered to have been formally accepted only after the CCI communicates so in writing. Any queries regarding the deliverables will have to be answered by the Consultant within 5 working days.
- g) The Consultant will share all intermediate documents, drafts, reports, surveys and any

other item related to this assignment. No work products, methodology or any other methods used by the consultant should be deemed as proprietary and non-shareable.

- h) The Consultant will conduct the workshop, prepare presentations and resource material and document the proceedings of the workshop.
- i) Consultant shall organize weekly/fortnightly review meetings to review functionality issues and progress of work. The frequency of meetings will be intimated by the consultant in consideration of requirements in the interest of the project. Consultant would prepare the minutes of the review meetings mentioning the issues discussed, decisions taken on them and appropriate level at which these require being resolved.
- j) Consultant would submit hardcopies and softcopies of all the deliverables to CCI.

4.B.5.2. Roles & Responsibilities of the CCI

CCI will be responsible for the following:

- a) Award Contract to the selected Project Consultant.
- b) To provide close tie ups with the stakeholders in the project, to provide commitment and support, help to bring in the process changes and overall guidance to the project.
- c) Providing sign offs for the deliverables.
- d) Release payments subject to bills/ invoice and supporting documents being in order.

4.B.5.3 Roles & Responsibilities of Project Review & Monitoring Committee

CCI would constitute a Project Review and Monitoring Committee comprising of officers from the CCI and the IT Division of CCI. This Committee, with the assistance from the Consultant, will:

- a) Review and approve the deliverables submitted by the Consultant,
- b) Recommend release of payments and levy of penalties for delay,
- c) If felt necessary, offer clarifications and facilitate any on course correction which may be considered necessary and which would be binding on the Consultant.

Section 5: Proposal Formats

The CCI invites the Proposals from Consultants for execution of e-Governance project in the CCI. The selection of Consultant would be done by examining the Eligibility Qualification of the Bidders as per their Pre-Qualification, Technical and Commercial Proposals submitted under the RFP. Following are the proposal formats to be used by the Bidders for submitting their Proposals for selection as Consultant under the RFP.

S.No.	Form	Description
1.	Form 1a	Covering Letter
2.	Technical Form 2a	Past Relevant Experience
3.	Technical Form 2b	Understanding of Work and Methodology
4.	Technical Form 2c	Profiles of Personnel Constituting Project Team
6.	Form 3	Commercial Proposal Format

Form 1a: Covering Letter requesting selection as Project Consultant

Date: _____ **Reference No. : RFP/ CCI-ITD/2012/01**
[Bidders are required to submit the covering letter as given here on their letterhead]
To _____

Sub: Proposal for Selection as Project Consultant.

Dear Sir,

1. We, the undersigned, having carefully examined the referred RFP, offer to Propose for the selection as Project Consultant, in full conformity with the said RFP.
2. We have read all the provisions of RFP and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals, and all attachments, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. We declare that we do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
8. Banker's Cheque/ Demand draft no. _____ dated _____ drawn on _____ for ₹ 50,000/- is enclosed towards EMD.

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for

And on behalf of.....

Date.....

Place.....

Technical Proposal Formats**Date:****Reference No. : RFP/CCI-ITD/2012/01**

[Bidders are required to submit the following details of information in the relevant formats, which would be used for Technical evaluation purposes]

- 1. Pre-Qualification Details**
- 2. Technical Form 2a:** Past Relevant Experience
- 3. Technical Form 2b:** Understanding of Work and Methodology
- 4. Technical Form 2c:** Profiles of Personnel Constituting Project Team

A] Pre-Qualification Details

SN	Particulars	Description/ Details	Page No.
A.	Name of Bidder		
B.	Contact Details		
	a) Address		
	b) Telephone		
	c) Fax		
	d) Email		
C.	Incorporation Details		
	a) Incorporation Number		
	b) Date of Incorporation		
	c) Authority		
D.	Service Tax Regn Detail		

SN	Particulars	Description/ Details	Page No.
	a) Service Tax No.		
	b) Date		
	c) Regn. Authority		
E.	Financial Turnover	(Last 3 years, as per audited accounts)	
	a) Y1		
	b) Y2		
	c) Y3		
F.	Turnover from IT Consultancy Services	(Last 3 years, as per audited accounts)	
	a) Y1		
	b) Y2		
	c) Y3		
G.	ISO 9000 or any other Internal Quality System		

SN	Particulars	Description/ Details	Page No.
	implemented		
	a) Issue Date		
	b) Valid Upto		
	c) Authority		
	d) Field/ Area		

H.	No. of Professionals		
	a) Management		
	b) IT Consulting		
	c) Development Economics		
	d) BPR		
	e) Financial Analysis		
	f) Total		
I.	Name of Authorized Signatory		
	a) Position		
	b) Telephone		
	c) Fax		
	d) Mobile		
	e) Email		
J.	IT/ e-Governance Project Experience		
J1	Project No. 1		

SN	Particulars	Description/ Details	Page No.
	a) Name of Client		
	b) Address		
	c) Contact Person Name & Mobile/ Telephone		

d) Project name and brief scope	
e) Start Date	
f) End Date	
g) Duration	
h) Order value	

Technical Form 2a: Past Relevant Experience

[Bidders are required to provide details of relevant experiences in the format give below, highlighting experience of designing & implementing a similar e-Governance project. Use separate sheet for each citation]

SN	Particular	Details	
1.	Citation Serial Number	1	
2.	Name of Project		
3.	Name of Client		
4.	Address of Client		
5.	Contact Person Name & Mobile/ Telephone		
6.	Total assignment value(₹)		
7.	Value of Consultancy Work		
8.	Start & End Date	From:	To:
9.	Project Timelines/ Duration (in months)		
10.	Whether completed or ongoing		

SN	Particular	Details
11.	If on going: which of the assignments have been accomplished which are in pipeline & ongoing	
12.	No. of personnel man months provided by the Consultant	
13.	Project Consultancy Team Size	
14.	Name of key team personnel involved and functions performed by them	
15.	Brief narrative description of Project	
16.	Assignments undertaken by the consultant that are relevant to current project	
17.	Plan for bringing knowledge and experience of this consultancy into project	

Signature.....
 In the capacity of.....
 Duly authorised to sign Proposal for
 And on behalf of.....
 Date.....

Place.....

Technical Form 2b: Understanding of Work & Methodology

[Based on the broad areas of work outlined in the RFP and Bidder's own experiences, Bidders are required to provide details of Bidder's understanding regarding:

- i. *Functions of the CCI*
- ii. *Requirements of the assignment and activities of work involved as Project Consultant in executing the e Governance project*
- iii. *Approach & methodology intended to be adopted to address the requirements*

Technical Form 2c: Profiles of Personnel Constituting Project Team

Serial Number: 1		Name:		
<div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto;"> Photograph </div>	Age &			
	Date of Birth:			
	Designation:			
	Nationality:			
	Languages Known:			
Basic Qualification(s)		1.		
		2.		
Relevant Professional Qualification(s)		1.		
		2.		
Relevant Professional Certification(s)		1.		
		2.		
Membership of any relevant organization/ associations		1.		
		2.		
Relevant Training(s) undertaken		1.		
		2.		
Total years of experience				
No. of years with the Bidder				
Employment Record (Starting from present position, list in reverse order)				
1.	From:	To:	Position held:	
	Employer:			
2.	From:	To:	Position held:	
	Employer:			
	From:	To:	Position held:	

Employer:			
n.	From:	To:	Position held:
	Employer:		
Summary of Past Professional Experience(s)/ Skill Set			
1.	Name of Project:		
	Period From:	To:	Position held:
	Client Name:		
	Client Address:		
	Main project features:		
	Activities performed:		
	2.	Name of Project:	
Period From:		To:	Position held:
Client Name:			
Client Address:			
Main project features:			
Activities performed:			
Specific Position under the current Project			
Whether part time or full time involvement under current assignment			
Assignment(s) to be performed under the current Project			

I, the undersigned, certify that above profile correctly describes about qualifications and experiences about myself/ my staff to best of my knowledge. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

*[Signature of staff member or authorized signatory
And on behalf of.....]*

Date.....

Place.....

Form 3: Commercial Proposal Format

[To be submitted by the Bidder as per the format given below in a separate sealed cover]

Date:

Reference No. : RFP/CCI-ITD/2012/01

Particulars	Value (INR) in figures	Value (INR) in words
A. Cost of Project Consultancy		
B. All Taxes and other duties		
Total Project Cost (A + B)		

Note: The commercial figure quoted will be an all-inclusive figure – inclusive of out of pocket expenses, traveling, boarding, lodging and all taxes, duties, etc payable. No such expenses will be reimbursed separately.

Dated this [day / month / year]

Authorized Signatory (in full and

initials): Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of

Consultant] Name of Firm:

Address:

Annexure A

Contract Agreement

Draft Terms and Conditions

THIS AGREEMENT is made on the <<day>> day of <<month>> 2012

BETWEEN: Competition Commission of India, Delhi having its office at Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi – 110 001, India hereinafter referred to as “**CCI**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the **FIRST PART**;

AND

M/s <<name of selected company>>, incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “**The Company/Consultant/Vendor**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the **SECOND PART**;

WHEREAS

a) CCI is desirous that the Consultant should prepare e-Governance Roadmap for CCI. For this purpose, CCI floated Request for Proposal (RFP No. : **RFP/CCI-ITD/2012/01**), for selecting Project Consultant to prepare e-Governance Roadmap in CCI.

b) The Consultant, having represented to CCI, has the required professional skills, and personnel and technical resources, agreed to provide the services on the terms and conditions set forth in this Contract;

1. IMPLEMENTATION / CONSULTANCY

The Company is responsible for the satisfactory preparation of e-Governance roadmap for successful implementation of the e-Governance Project. The **VENDOR** shall ensure availability of adequate and competent technical manpower and provide on-site / off-site support.

2. TIME SCHEDULE

a) The Company shall adhere to time schedule mentioned in Section 4B of SOW of the RFP.

- b) The Company shall adhere to deliverables at each phase mentioned in Section 4B of SOW of the RFP.

	I	II	III
Phases	Assessment	Design	Construction
Time	3 Weeks	8 Weeks	10 Weeks
Deliverables	AS-IS Report, Feasibility Report	Detailed Project Report (DPR) including Division wise SRS	Project Management Plan
	Best Practice Report		RFP Document
	AS-IS Process Map Report	Change Management Plan Report	Finalization of Implementing Agency
	To-Be Process Map Report, Legal changes requirement Report		

3. DOCUMENTATION

The Company shall prepare documents for all deliverables mentioned in each phase of section 4B of SOW of the RFP.

4. PAYMENT AND TAXES

The invoice for the project would be raised after satisfactory completion of phase as well as provision of satisfactory consultancy. Payment will only be released upon issuance of satisfaction certificate from Information Technology Division of Competition Commission of India. The payment schedule is as follows:

Assessment Phase
25 % after completion of Assessment Phase
35 % after completion of Design Phase
40 % after completion of Construction Phase

5. PERFORMANCE ASSESSMENT

- a) There shall be a penalty for non-adherence to the time schedule prescribed in Section 4B. For every additional week of project delay, 2 % (two percent) of the project fee

shall be liable to be deducted for every 1 week (or part thereof).

- b) If the delay is beyond 4 weeks then CCI may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Consultant. The Consultant may be debarred for applying in future project consultancy assignments.

6. TERMINATION OF CONTRACT

The Consultant's association with the CCI will terminate in following ways:

- a) The term of Contract expires.
- b) Termination of Contract by the CCI due to non-performance during the execution of Project :
 - 1) Performance is below expected level.
 - 2) Non adherence to the timelines of the Project.
 - 3) Quality of work is not satisfactory.

7. PERFORMANCE BANK GUARANTEE (PBG)

- a) Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG without prejudice to other remedies available under this agreement.
- b) The PBG shall be released immediately after expiry of contract provided there is no breach of contract on the part of the Consultant.
- c) No interest will be paid on the PBG.

8. TERMINATION FOR INSOLVENCY, DISSOLUTION ETC

CCI may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company.

9. TERMINATION FOR CONVENIENCE

CCI reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for CCI's convenience, the extent to which performance of work under the contract is

terminated, and the date upon which such termination becomes effective.

10. FORCE MAJEURE

a) Neither party shall be responsible for breach of contract resulting from acts beyond the control of such party and not foreseeable. Such acts shall include but not be limited to acts of God, riots, and acts of war or epidemics.

b) In the event, the timely and efficient progress of the work is interrupted or suspended because of a force majeure event, the term of the agreement may be extended, at the request of the party taking such plea made immediately after such event, to include number of days for which the progress of the work was so interrupted or suspended, and the completion date shall be pushed back accordingly. Any such extension of the term and new completion date shall be subject to the consent of the other party.

11. TAXES AND DUTIES

CCI shall not pay any increase in duties, taxes and surcharges or any other charges on account of any revision, enactment during the period of validity of proposals or during the contract period.

12. RESOLUTION OF DISPUTES

(I) Resolution of Disputes

In case, a dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract viz:

(i) Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party to the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then sub-clause (ii) shall become applicable.

(ii) Arbitration

- (a) In case the dispute arising between the CCI and the Vendor, is not been settled amicably, the same shall be settled through Arbitration under Arbitration & Cancellation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- (b) Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. The arbitration awards shall be in writing and shall state the reasons for the award.
- (c) In the case of dispute arising between the CCI and the vendor, the same shall be referred for arbitration to the Arbitral Tribunal, having Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant along with such request shall send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communication select one member of the panel to act as Sole Arbitrator. In case, none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to the claimant and the claimant shall be entitled to nominate the sole arbitrator from among the panel sent by the opposite party. In case none of the member of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Deptt. Of Legal Affairs, Govt. of India, New Delhi.

(II) Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at New Delhi, India only.

(III) Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed.

13. MISCELLANEOUS PROVISIONS

Waiver

13.1 Save where this RFP/agreement expressly provides, neither party shall be deemed to have waived any right, power, privilege or remedy under this agreement unless such party shall have delivered to the other party a written waiver signed by an authorized office of such waiving party. No failure or delay on the part of either party in exercising any right, power, privilege or remedy hereunder shall operate as a waiver, default or acquiescence thereof, nor shall any waiver on the part of either party of any right, power, privilege or remedy, nor shall have any single or partial exercise of any right, power, privileges or remedy, nor shall any single or partial exercise of a right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy hereunder.

Damages

13.2 Without prejudice to the clauses on Penalty and Cancellation/PBG, CCI shall be entitled to claim damages to be paid by the Vendor under any of the following eventualities:

13.3 Loss of data or breach of confidentiality/security due to negligence of the vendor.

13.4 Unauthorised sharing of information or data with any other party or granting unauthorised access to CCI system.

13.5 Damage due to negligence to CCI property such as hardware, network, fixtures, fittings or existing software/applications/programs being used by CCI.

13.6 Failure to comply with written internal administrative instructions/directions that apply to the Vendor.

13.7 Participation or complicity in illegal or unethical behaviour in course of performing some work under the mandate of CCI.

13.8 Indulging in any act or conduct that damages the reputation or credibility of CCI.

13.9 If CCI has reasons to believe that the Vendor is responsible for any of the above eventualities, it shall serve a show cause upon the Vendor in writing, requiring such clarifications, documents or evidence as it may deem fit. The Vendor shall be given reasonable opportunity to explain its conduct and CCI shall arrive at a decision for imposing liquidated damages based upon the submissions of the Vendor. It is clarified that CCI will give due regard to whether or not the conduct in question was intentional, malafide or negligent or not. A sum up to 50% of the value of the contract shall be recovered as liquidated damages from the Vendor in the manner prescribed by CCI. The determination of

the exact amount within the said limit shall be at the sole discretion of CCI. This shall be without prejudice to other remedies available under this contract to CCI.

Statutory Obligations

13.10 The vendor shall be obliged and solely responsible to comply with all the statutory requirements under the Payment of Wages Act, 1936 ; the Industrial Disputes Act, 1947 ; the Minimum Wages Act, 1948 ;the Employees’ Provident Funds and Miscellaneous Provisions Act, 1952 ; the Payment of Bonus Act, 1965; the Contract Labour (Regulation and Abolition) Act, 1970; the Payment of Gratuity Act, 1972 ; the Equal Remuneration Act, 1976; the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, the Child Labour (Prohibition And Regulation) Act, 1986, the Contract Labour (Regulation and Abolition) Act, 1970 or any other law which may be passed and the rules made thereunder as applicable, in respect of the manpower engaged by it and CCI shall not be a party to any dispute arising out of such deployment by the vendor.

14. OMNIBUS CLAUSE

In addition to the terms and conditions mentioned herein, the overall content and intent of the Request for Proposal (RFP) document F. no. RFP/CCI-ITD/2012/01 dated along with the annexed RFP document shall be applicable as omnibus terms and conditions.

First Party
For and on behalf of

Second Party:
For and on behalf of

Competition Commission of India

Name:

Name:

Date:

Date:

Designation:

Designation:

Note: This contract agreement may be finalized at the time of awarding contract.

Annexure B: PERFORMANCE BANK GUARANTEE FORMAT

Competition Commission of India
The Hindustan Times House
18-20, Kasturba Gandhi Marg,
New Delhi – 110 001

This deed of Bank Guarantee made this <<day>> day of <<month>> <<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as “**The Bank**” which expression shall include their successors, in favour of **Competition Commission of India** situated at << The Hindustan Times House 18-20, Kasturba Gandhi Marg, New Delhi – 110 001>>

2. Whereas the CCI has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “**The Company**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for Selection as Project Consultant to prepare e-Governance Roadmap in CCI.

3. In consideration CCI selecting the Company as Project Consultant to implement e-Governance in the CCI as per the terms and conditions of the Agreement entered into between CCI and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the CCI on first demand without demur any sum upto ₹ _____ (₹ _____ Only) <<10% of total contract value>> merely on claim or demand by telex and/ or writing by the CCI by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

4. We, the Bank, undertake to pay to the CCI any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.

5. The Bank’s liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of the CCI or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the CCI and the Company.

6. The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of CCI under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or upto 24 (twenty-four) months from the date of its execution i.e. upto <<day>> day of <<month>> <<year>>. or the CCI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee

7. We, the Bank, further agree with the CCI that the CCI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the CCI against the Company and to forbear or enforce any terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of the CCI or any indulgence by the CCI to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.

9. NOTWITHSTANDING anything contained herein,

a. Our liability under this Bank Guarantee is restricted to _____
(Rupees _____ Only) <<10% of total contract value>>.

b. This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period, and

c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if CCI serve upon us a written claim or demand on or before dd.mm. yyyy.

10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of CCI in writing and the guarantee shall be continuous and irrevocable upto the sum stated hereinabove.

Place

Date (Signature of Authorized signatory & Stamp of Bank)