

Tender Notification No. 2019/EIC-02/TBT Project

Dated: 11-11-2019

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# **Request for Proposal (RFP)**

from

Legal Consultancy Organizations

for

**Project on Monitoring of TBT  
Notifications of WTO Member Countries**

to

**Export Inspection Council**

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Export Inspection Council  
(Ministry of Commerce & Industry, Govt. of India)  
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**Tender Notification Sheet**

<b>Sl. No.</b>	<b>Information</b>	<b>Details</b>
1.	RFP Reference No. and date of Advertisement	2019/EIC-02/TBT Project 11-11-2019
2.	Date of availability	11-11-2019
3.	Last Date for sending pre-bid queries	15-11-2019
4.	Contact details to whom queries to be sent	Shri Parmod Siwach Assistant Director (T), EIC E-mail: tech5@eicindia.gov.in
5.	Pre Bid Meeting Date	20-11-2019 at 1500 Hrs
6.	Last date and time of submission of proposals	06-12-2019, 1600 Hrs
7.	Place, time and date of opening of technical Bids	Meeting Room EIC, New Delhi 1630 Hrs, 06-12-2019
8.	Place, time and date of Technical Presentation	Meeting Room EIC, New Delhi 1430 Hrs, 13-12-2019
9.	Place, time and date of opening of financial Bids	Meeting Room EIC, New Delhi 1630 Hrs 16-12-2019
10.	Address at which response to RFP is to be submitted	Additional Director Export Inspection Council (Ministry of Commerce & Industry, Govt. of India), 2 <sup>nd</sup> Floor, B-Plate, Block-1, East Kidwai Nagar, New Delhi-110023

## **1. Definitions**

“Applicable Law” means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

“Bid Document” shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

“Contract” shall mean the agreement to be entered into between EIC and the successful Bidder.

“Evaluation Committee” shall mean the committee constituted by EIC

“EIC” - Export Inspection Council

## **2. Request for Proposal - RFP Notice**

2.1 The EIC invites Proposals from eligible Legal Consultancy Organizations for implementing Project on Monitoring of TBT Notifications of WTO Member countries.

2.2 The bidder is advised to study this document carefully before submitting their proposal. Submission of response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

## **3. Disclaimer**

The information contained in this tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of EIC or any of their employees is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than the evaluation of the scope of work set herein. The recipient agrees that it will cause its directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above.

The EIC does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments,

statements and information contained in this tender document.

The EIC also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. The EIC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that EIC is bound to select a Bidder and the EIC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

#### **4. Interpretation**

In this Tender Document, unless the context otherwise requires,

- a) For the purpose of this Tender Document, where the context so admits, the singular shall be deemed to include the plural and vice-versa and Masculine gender shall be deemed to include the feminine gender and vice-versa.
- b) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- c) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- d) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

#### **5. Due Diligence**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required

by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. The EIC shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

## **6. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and the EIC shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **7. Clarification of Bidding Documents**

The EIC shall make best efforts to respond to any request for clarification of the Tender Document, such request to be made in writing. Such response / clarification shall to the extent possible be made in writing. The EIC shall not be responsible for any delay including but not limited to any postal delays.

## **8. Amendment of Tender Document**

At any time before the deadline for submission of bids, the EIC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and / or supplementing the same.

All changes shall be posted on website [www.eicindia.gov.in](http://www.eicindia.gov.in) and prospective Bidders are required to go through the same before submission of bid. All such amendments shall be binding on them without any further act or deed on EIC's part.

In the event of any amendment, EIC reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

## **9. Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Tender Document and / or the bidding process exchanged by the Bidder and the EIC shall be written in English language only.

## **10. General Instructions**

- 10.1 The Bidders are requested to read the tender document carefully.
- 10.2 The Bidder shall submit the Tender Document duly signed on each page as a part of the bid. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same except what is stated in specified Deviation / Non-Compliance statement format.
- 10.3 The Bidder cannot subcontract the work at any stage without prior written approval from the EIC.
- 10.4 Bids received with incomplete information / documents shall be rejected. Bids not adhering to Terms, Conditions, Specifications and other details as given in this document may be summarily rejected.
- 10.5 All deviations from the Terms, Conditions and other details of Tender Document should be separately and clearly submitted.
- 10.6 Modification or Withdrawal of Offers is not permissible after its submission. To assist in the scrutiny, evaluation and comparison of offers, EIC may, at its discretion, ask some or all Bidders for clarification of their offer.
- 10.7 The request for such clarifications and the response will necessarily be in writing.
- 10.8 Preliminary Scrutiny: The EIC will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted properly. The EIC may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and the EIC reserves the right for such waivers.
- 10.9 Award Criteria: Technical Bids will be evaluated first to check whether all required information and documents as specified in the Tender Document are submitted and may be called for technical presentation. The selection shall be based on both Technical and Financial Criteria with respective weightages being 70% for Technical Proposal and 30% for Financial Proposal.
- 10.10 The contract to successful bidder shall be awarded initially for 2 years and shall be subsequently renewed on annual basis based on satisfactory performance which shall be evaluated from time to time. Maximum tenure for which the successful bidder could continue is 5 years.
- 10.11 The Bidder should abide by the terms and conditions specified in the tender document. If Bidders submit conditional offers, they shall be liable for outright rejection.
- 10.12 The EIC reserves the right to make any changes in the terms and conditions of the tender.
- 10.13 The offers containing erasures or alterations will not be considered. Technical details must

be completely filled in. Correct technical information of the service being offered must be filled in.

10.14 Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable.

10.15 The EIC may treat offers not adhering to these guidelines as unacceptable.

10.16 Bidders are not allowed to subcontract in any manner without written approval from EIC.

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

Bidders are required to submit INR 1,00,000 /- (Rupees One Lakhs Only) as EMD in the form of Demand Draft in the Favor of “Export Inspection Council”. The EMD shall be refundable without any interest. EMD shall be refunded after the tender evaluation process is completed.

## **12. Eligibility Criteria (Provide necessary documentary proofs for each criteria below)**

- A registered individual legal/law consultancy firm/agency, with minimum 5 years of experience (individual firm/lead firm) in providing consultancy services in the field of WTO issues to Government sectors. Consortia/tie-ups/Joint Ventures are not permitted.
- The firm should have an average annual turnover of at least INR 2 crores (Rupees three crores only) during each of the last three years (2015-16, 2016-17, 2017-18). The turnover should include income from consultancy fee only.
- The firm should have national / international experience in providing consultancy services in WTO – SPS/TBT matters for Exporters, Importers, and International Trade etc.
- The firm should have experience of liasoning with trade bodies / associations on issue of international trade during the last 5 years.
- Team leader and Senior Associates should have at least 5 years of working experience with government, industry and stakeholders who are involved in SPS & TBT issues. Experience certificate from the previous organisation with whom similar activity was carried out.
- Other team members should have at least 3 years working experience and dedicated team of at least four people who will work on SPS & TBT issues.
- The firm should submit CV of the team leader and team members who will be associated in this work.



- Team should have the capability to prepare background notes and points to be raised in any bilateral meeting/trade negotiations meeting that may happen due to SPS/TBT notifications.

**Note: If any bidder is found to have furnished wrong/incorrect information anytime during the contract period, the EIC may blacklist the organization after having found so.**

### 13. Evaluation of Bids

- 13.1 Tender Evaluation Committee (TEC) will carry out a detailed evaluation of the Technical Bids received in order to determine the same are substantially responsive to the requirements set forth in the tender document.
- 13.2 The TEC shall first evaluate the Technical Proposals. The TEC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded and the competent authority accepts the recommendation. The Bidders whose technical offers are found to be in accordance with the specifications mentioned in the tender document may be called for technical presentation, if needed.
- 13.3 Financial proposals shall be opened publicly on the date & time specified by the EIC, in the presence of the Bidders' representatives who choose to attend.
- 13.4 The Technical and Financial bids will have a 70:30 weight age of marks respectively in the evaluation criteria. The Quality cum Cost Based System (QCBS) shall be followed to evaluate the bids.
- a) Technical Weightage (St): The marks scored by the bidder in technical evaluation shall be calculated to 70 points as below:
- St = T\*0.70** , where T is the Technical score awarded to the bidder as per Technical Evaluation Criteria
- b) Financial Weightage (Sf): The marks scored by the bidder in Financial evaluation shall be calculated to 30 points as below:
- Sf = 30 \* Fm/F**
- (Fm = Lowest evaluated tender cost, F = value of Financial proposal under consideration).
- c) Final Selection: Proposals will be ranked according to their combined technical (St) and Financial (Sf) scores. The combined technical and Financial score shall be calculated as **S = St + Sf**. The firm achieving the highest combined technical and financial score (S) will be invited for negotiations.

- 13.5 There should be no mention of prices in any part of the bid other than the financial bids.
- 13.6 In the financial bid if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words will prevail.
- 13.7 Substantially Responsive Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.
- 13.8 Any attempt by a Bidder to influence it's the bid evaluation process may result in the rejection of the Bidder's Bid.

#### 14 Technical Evaluation Criteria

- 14.1 The Bidding process shall be a two-stage process. Prior to the detailed evaluation of the Technical Bids, the EIC shall determine whether each bid is
- Complete
  - Is accompanied by the required information and documents and
  - Is substantially responsive to the requirements set forth in the tender document.
  - The technical evaluation criteria are broadly defined as under

S. No	Evaluation Criteria	Maximum Marks
1	Experience of the firm in providing consultancy services in the field of WTO issues	20
2	Average Annual Turnover of the firm in last three years	10
3	Understanding of Scope of Work	25
4	Proposed methodology, Execution Plan and Features	20
5	Proposed Team experience and expertise	25
<b>TOTAL</b>		<b>100</b>

- 14.2 Tender Evaluation Committee: The Director, EIC will constitute the Tender Evaluation Committee which will evaluate the Bid Documents submitted by the Bidders.
- 14.3 The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the

evaluation of the Technical and Financial bids shall be final and binding on all the parties.

- 14.4 Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.
- 14.5 Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

## **15 Financial Bid**

- 15.1 The financial bid i.e. offer must be made by the intending bidder covering all important points in this tender document. The financial offer may be submitted keeping in view the terms and conditions of this tender document and project requirements.
- 15.2 The bidder shall quote rate on annual basis and applicable taxes should be indicated separately. The bidder shall not be eligible for any extra charges in respect of such payments.
- 15.3 All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

## **16 Period of Validity of Bids**

### **16.1 Validity Period**

Bids shall remain valid for 180 (One hundred eighty) days after the date of bid opening prescribed by EIC. The EIC holds the right to reject a bid valid for a period shorter than 180 days as nonresponsive, without any correspondence.

### **16.2 Extension of Period of Validity**

In exceptional circumstances, the EIC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

- 16.3 A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

## 17. Technical Bid Requirements

The Technical Bid should be marked “**Technical Bid – Request for Proposal for Implementation of Project on Monitoring of TBT Notification of WTO Member Countries**” and shall cover the following (indicative):

1. A concept note on the understanding of requirement of the work.
2. Proposed methodology, execution plan for implementing the project on monitoring of TBT Notifications, including work plan detailing the tasks involved, milestones etc.
3. Profiles of team members proposed to be deployed with their experience expertise along with CVs as per requirement in scope of work
4. List of relevant services rendered during last three years with work order and completion certificates
5. Last 3 years balance sheet / audited statement of accounts
6. Authenticated copy of certificates of incorporation / registration of the organization
7. Authenticated copy of service tax registration certificate , PAN Card
8. Any other relevant information that may be of interest for the project under consideration.

(Documentary proofs to be given wherever applicable)

## 18. Brief Introduction & Scope of Work

### 18.1 Introduction to EIC

The Export Inspection Council (EIC) was set up by the Government of India under Section 3 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), in order to ensure sound development of export trade of India through Quality Control and Inspection and for matters connected thereof. The EIC is an advisory body to the Central Government, which is empowered under the Act to:

- Notify commodities which will be subject to quality control and/ or inspection prior to export,
- Establish standards of quality for such notified commodities, and
- Specify the type of quality control and / or inspection to be applied to such commodities.
- Besides its advisory role, the Export Inspection Council, also exercises technical and administrative control over the five Export Inspection Agencies (EIAs), one each at Chennai, Delhi, Kochi, Kolkata and Mumbai established by the Ministry of Commerce,

Government of India, under Section 7 of the Act for the purpose of implementing the various measures and policies formulated by the Export Inspection Council of India.

- Export Inspection Council, either directly or through its field organization i.e. Export Inspection Agencies & their sub-offices, renders services in the areas of:
  - ✓ Certification of quality of export commodities through installation of quality assurance systems in the exporting units as well as consignment wise inspection.
  - ✓ Certification of quality of food items for export through installation of Food safety Management System in the food processing units.
  - ✓ Issue of Certificates of origin to exporters under various preferential tariff schemes for export products

More information about EIC can be obtained from its website [www.eicindia.gov.in](http://www.eicindia.gov.in)

## 18.2 Scope of Work

World Trade Organization (WTO) established on 1<sup>st</sup> January 1995 is the only global international organization dealing with rules of international trade between nations. The WTO Agreement on Technical Barriers to Trade (the "TBT Agreement") entered into force with the establishment of the WTO. The Agreement on Technical Barriers to Trade tries to ensure that regulations, standards, testing and certification procedures do not create unnecessary obstacles, while also providing members with the right to implement measures to achieve legitimate policy objectives, such as the protection of human health and safety, or the environment. The TBT Agreement covers trade in all goods (both agricultural and industrial) and distinguishes between three categories of measures: technical regulations, standards, and conformity assessment procedures. Transparency is a cornerstone of the TBT Agreement which consists of three core elements (a) provisions on the notification of draft technical regulations and conformity assessment procedures as well as the "one-time" notification of each member's organizational "set-up" for the implementation of the Agreement (b) the establishment of enquiry points and a notification and (c) publication requirements for technical regulations, conformity assessment procedures and standards. Notifications reveal how members intend to regulate to achieve specific policy objectives and what might be the trade implications of their regulations. Receiving information about new regulations or standards at an early stage, before they are finalized and adopted, gives trading partners an opportunity to provide comments either bilaterally or in the TBT Committee, and to receive feedback from industry. If a member takes regulatory action, the comments can assist in improving the quality of its draft regulation and avoiding potential trade problems. Early notification also helps producers and exporters adapt to the changing requirements.

In the present scenario, the global trade is increasing speedily and significantly due to growth in consumer demands linked to growing education and awareness of consumers, internationalization of tastes and habits, developments in science and technology, and improvement in communications and transportation. Together with the removal of tariff barriers and quantitative restrictions, quality and safety have become very important in international trade. Not only the consumers all over the world become conscious of quality, but at the same time governments have realized their role in protecting the health and safety of their populations by imposing stringent regulations based on health, safety and environmental considerations. Therefore, Standards, Regulations and Conformity Assessment Procedures are playing important role in regulating the international trade.

Keeping in view the above importance, the Department of Commerce has entrusted EIC this work to monitor the TBT Notifications made by WTO member countries in order to understand their impact of Indian trade so that necessary actions could be taken in time bound manner. The EIC wish to engage competent eligible legal consultancy firm to carry out the above activity. The selected agency/firm, therefore, would be required to perform the following tasks, indicative only & not limited to, as part of this project:

- i) Download all the TBT Notifications from WTO's website/ ePing TBT Notification Alert System on a daily basis and carry out basic analysis of notifications in terms of their impact on India trade.
- ii) Uploading TBT Notifications on Software Module developed by Trade Policy Division (TPD), Department of Commerce for the purpose of scheduling Weekly Review Meeting in Department of Commerce for discussion on the TBT Notifications appeared during the week.
- iii) Obtain, where required, a copy of the English translation of the TBT notification and relevant documents, preferably from the Enquiry Point of the concerned country.
- iv) Obtain, where required, clarifications on the notifications from the Enquiry Points of the concerned country.
- v) Disseminate the identified TBT notifications to exporters & stakeholders, including the concerned Ministries, Commodity Boards, Export Promotion Councils / Development Authorities & industry body/associations, obtain feedback from them and collate it to identify relevant issues likely to adversely impact the export from India.
- vi) List out possible trade restrictive issues that need to be raised with the Member notifying the draft measure, collate the inputs to prepare a comprehensive Indian response to the proposed measure and assisting the EIC in responding to the Notifications in timely manner, wherever applicable.

- vii) Providing Policy Briefs/Regulatory Briefs, as applicable, based on the notifications made by the WTO member countries
- viii) Identify relevant issues having important trade dimensions (from export angle) and prepare notes / analysis / reports keeping in view their direct / indirect trade impact and WTO legal provisions, especially the TBT agreement so as the issues could be raised by the Department of Commerce at appropriate forum for resolution.
- ix) Should be in position to engage professional translators, purely need based & actual payment basis, for translation of the documents under the project wherever required.
- x) Regular updation and maintenance of the Software Module developed by Trade Policy Division (TPD), Department of Commerce for the purpose
- xi) Submit periodic reports (monthly / quarterly / yearly) to the EIC on the work done.
- xii) Provide inputs which may include both tariff and non-tariff details on market access issues as and when requested by EIC and provide expert advice on various issues concerning the bilateral, multilateral and regional trade agreements.
- xiii) Provide in depth analysis and advice on the existing and negotiated trade agreements taking into consideration Country's existing scenario.
- xiv) Legal advice on specific matters of SPS/TBT referred to the firm, and undertaking minor research works/studies relating to topics relevant to SPS and TBT.
- xv) Any other work not specified above but considered necessary for the project, will be part of the terms of reference.

### 18.3 Documents to accompany with RFP

**Cover 1 – Technical Bid:** containing all documents supporting the eligibility criteria along with the approach, methodology, work plan and team structure & detailed CVs. It should include the following:

- a) Last 3 years balance sheet / audited statement of accounts
- b) Authenticated copy of certificates of incorporation / registration of the organization
- c) List of relevant services rendered during last three years with work order and completion certificates
- d) Authenticated copy of service tax registration certificate
- e) PAN Card

**Cover 2 - Financial bid**

**Cover 3 - Earnest Money Deposit**

These three sealed covers should be kept under an outer envelope (cover) for sending to EIC office.

#### **19. Copyright and Trademarks**

The agency/firm should not publish any research article, paper, publication based on the results of the project activities without prior written permission of the EIC.

#### **20. Milestones and Payment Terms**

The payment shall be released in four installments @25% of the total project cost on quarterly basis after satisfactory completion of activities including timely submission of the periodic reports. The agency/firm will raise invoice after each quarter on successful completion of activities.

#### **21. Force Majeure**

Provided that if the performance in whole or in part by the bidder or any obligation under this contract is prevented or delayed by reasons of and such eventuality for a period exceeding 30 (thirty) days, then the EIC may terminate this contract by giving notice in writing.

#### **22. Resolution of disputes**

In case of any dispute between EIC and the successful bidder, if not resolved amicably, same shall be referred to Trade Policy Division, Department of Commerce.

#### **23. Award of contract**

The EIC reserves the right to accept full or part of the Bid or reject any Bid, and to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract.

#### **24. Notification of Award**

The successful Bidder shall be notified by EIC through e-mail, letter or fax for award of work. The Bidder shall acknowledge the work order in writing and send an acceptance of the work order in writing within 7 (seven) days from the receipt of the work order.

#### **25. Signing of Agreement**

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and EIC shall enter into contract within 15 days from the date of acknowledgment of the Letter of Acceptance, and sign the Contract. EIC shall have the right and authority to negotiate certain terms with the



successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

#### **26. Expenses for the Contract**

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the EIC.

#### **27. Failure to abide by the Contract**

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of EIC with such penalties as specified in the Bid Document and the Contract.

#### **28. Termination of Contract**

- EIC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, 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 actions taken by EIC.
- EIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This RFP does not constitute an offer by EIC. The bidder's participation in this process may result in EIC selecting the bidder to engage in further discussions toward execution of an agreement. The commencement of such discussions does not, however, signify a commitment by EIC to execute an agreement.

#### **29. Authentication of Bid**

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

### **30. Sealing and Marking of Bid**

The copies of the Technical Bid shall be placed in larger sealed **Envelope 1** clearly marking each **“Technical Bid – Request for Proposal for Implementation of Project on Monitoring of TBT Notification of WTO Member Countries”**. The Financial Bid shall be placed in separate sealed **Envelope 2** clearly marking it as **“Financial Bid – Request for Proposal for Implementation of Project on Monitoring of TBT Notification of WTO Member Countries”**. The Earnest Money Deposit (EMD) shall be in **Envelope 3** clearly marking as **“EMD – Request for Proposal for Implementation of Project on Monitoring of TBT Notification of WTO Member Countries”**. The three envelopes shall then be placed in fourth envelope, which shall also be appropriately sealed and marked as **“Bid – Request for Proposal for Implementation of Project on Monitoring of TBT Notification of WTO Member Countries”** This envelope shall be addressed to Additional Director, Export Inspection Council, 2<sup>nd</sup> Floor, B-Plate, Block-1, East Kidwai Nagar, New Delhi – 110023, India, and submitted as per the dead line stated in the document.

EIC reserves the right to reject any or all the RFPs without assigning any reasons

### **31. Address for Submission of Bid**

Last date of submission of bid is as given in Tender Notification Sheet. Bids complete in all respect shall be delivered to –

**Additional Director,  
Export Inspection Council  
(Ministry of Commerce & Industry, Government of India)  
2<sup>nd</sup> Floor, B-Plate, Block-1, East Kidwai Nagar,  
New Delhi-110023, India**

In addition to the above, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "Late".

### **32. Responsibility of the Bidder**

If the outer envelope is not sealed and marked as required, EIC will assume no responsibility for the Bid's misplacement or premature opening.

### **33. Rejection of Bid**

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

### **34. Late Bid**

Any bid received by EIC after the deadline for submission of bids prescribed by EIC, will be summarily rejected and returned unopened to the Bidder. The EIC shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

### **35. Opening of Technical Bid**

#### **35.1 Opening of Bids**

The EIC will open all Technical Bids as per the Tender Notification Sheet. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for EIC the Bids shall be opened at the appointed time and location on the next working day.

#### **35.2 Announcement of Bids**

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

#### **35.3 Bids Not Considered for Evaluation**

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

### **36. Opening of Financial Bids**

Financial Bids will be opened and compared after the technical evaluation. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the EIC at the Financial Bid opening.

### **37. Clarifications of bids**

To assist in the evaluation, comparison and an examination of bids, EIC may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, EIC reserves the right to

make its own reasonable assumptions at the total risk and cost of the Bidder.

**38. Completeness of bids**

EIC will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.