



No. 18(4)/2014/Restructuring of OFB/Director(P&C)/DDP
GOVERNMENT OF INDIA
MINISTRY OF DEFENCE
DEPARTMENT OF DEFENCE PRODUCTION

**Expression of Interest cum Request for Proposal
(EOI cum RFP)**

For

Selection of Consultant

For

**Providing strategic and implementation management consulting services to
assist the Ministry of Defence in the process of corporatisation of the
Ordnance Factory Board**

1.1 ADVERTISEMENT FOR EOI cum RFP (Expression of Interest cum Request for Proposal)

The advertisement for selection of Consultant for providing strategic management consulting services to assist the Ministry of Defence in the process of corporatisation of the Ordnance Factory Board has been published on Central Public Procurement Portal (CPPP) at www.eprocure.gov.in and in newspaper(s). The advertisement has also been posted on the MoD website www.ddpmod.gov.in.

1.2 INVITATION FOR EOI cum RFP

The Department of Defence Production (DDP), Ministry of Defence invites **EOI cum RFP** from reputed India based Consulting Agencies (i.e. having registered office in India, hereafter referred as ‘Agencies’) to provide management consulting services covering topics like strategic future growth, optimal operational strategy, organizational restructuring and other related implementation issues with respect to transition management, financing, legal aspects etc., to assist the Ministry of Defence in the process of corporatisation of the Ordnance Factory Board, a project initiated by the DDP. The project information and the broad scope of work are detailed below in **section 1.3 & 1.4**. It may be noted that this information is indicative only.

1.3 INTRODUCTION TO THE PROJECT

1.3.1 The Government of India has announced to convert Ordnance Factory Board into one or more than one 100% Government owned corporate entity(ies), registered under the Companies Act, 2013.

1.3.2 It has been decided to appoint a Consultant to provide management consulting services across topics like long term strategy & vision, organizational restructuring, process re-engineering and implementation support for topics related to transition management, financing & legal, to assist the Ministry of Defence in the process of corporatisation of the Ordnance Factory Board. **Parties can also apply in consortium.**

1.3.3 **Background:** Ordnance Factory Board is an attached office of Ministry of Defence, Department of Defence Production. Indian Ordnance Factories, headquartered at Kolkata, is a conglomerate of 41 Factories, 9 Training

Institutes, 3 Regional Marketing Centres and 5 Regional Controller of Safety. The Unit wise details of Ordnance Factory Board are placed at **Annexure-I**.

Indian Ordnance Factories are engaged in the production, testing, logistics, research, development and marketing of a comprehensive product range in the area of land, sea and air defence systems. Their product range includes Ammunition and Explosives, Armoured vehicles, Carrier vehicles, Weapons (various calibres), Parachutes, Troop comfort items, various components and equipments.

In addition to production, Ordnance Factories have large set ups for training, R & D, Maintenance of the factories and Estate townships, Health facilities, Internal Quality inspection and Control.

The Headquarter & Registered Office of Ordnance Factory Board is located at Ordnance Factory Board, Ayudh Bhawan, 10-A, S. K. Bose Road, Kolkata - 700001, India.

Ordnance Factory Board has a workforce of about 80,000 employees and the Value of Production of Ordnance Factory Board in 2018-19 was Rs. 11760 Crore.

The website of the OFB is www.ofbindia.gov.in.

1.3.4 Goals of the Corporate Entity(ies):

The transformation of OFB into the proposed corporate entity(ies) would target unleashing a new chapter of growth in the history of OFB. The following goals are proposed for the entity(ies) in this regard:

- i. To enhance functional autonomy, efficiency and unleash new growth potential and innovation in Ordnance Factories.
- ii. Improve flexibility and dynamism in decision making in the functioning of Ordnance factories.
- iii. Move away from an administrative pricing mechanism to a process of competitive pricing, bringing cost reduction for Armed Forces and paramilitary forces.
- iv. Improvement in the quality of its products by enabling new entity to follow market-based quality practices.
- v. Better utilization of capacities and assets of the OFB factories.
- vi. Optimum utilization of Human Resources.

- vii. Timely supply to the Armed forces.
- viii. Greater incentive for export with ability to retain export profits.
- ix. To create profitable and self-sustaining arms production system in the country.
- x. The entity so created will have agility in absorbing ToT, besides forming Joint Venture (JVs) with other countries including acquisition of foreign companies.
- xi. To create surge capacity to meet war requirements.
- xii. Increased turnover/profitability to lead to enhanced employment and better terms for employees.

1.3.5 Geographical coverage of the Project: The setup of Ordnance Factories is spread across 10 states of the country, covering about 15 districts and cities as at **Annexure 1**. The applicant may have to undertake physical survey of the units in the preparation of the report.

1.3.6 Availability of the funding for the Project: The project will be funded by the DDP.

1.3.7 Timelines for the project: The consultant shall commence work within a week of signing of the contract and shall complete the assignment within a period of **1 year** with all the deliverables during the time, as mentioned in **Section 1.4**. The contract can be **extended** for a further period of time for carrying out additional related work, on mutually agreed terms and conditions between the DDP and the Consultant.

1.4 SCOPE OF WORK

1.4.1 The Consultant shall work in close interaction with the DDP to produce a comprehensive report for corporatisation of OFB, keeping in mind the background and goals. This must enable the DDP to determine the best-suited model for converting OFB into one or more corporate entity(ies), in light of the existing financial, legal, operational and economic scenario. The Consultant shall provide its services in a manner propitious to the vision of the DDP for corporatisation of OFB. The Consultant will be required to present various deliverables as outlined below based on discussions with the DDP. The project will consist of **2 phases** of **approx. 6 months** each. In the first phase, the overall strategy, vision and operating model along with financial & legal

implications and detailed roadmap for implementation will be outlined by the Consultant. In the second phase, the Consultant shall support in implementation, project management through the entire project roadmap and co-ordinate and monitor the progress of the corporatisation process and until its completion. The Consultant will also assist the DDP in presenting matters before the Empowered Group of Ministers (EGoM).

1.4.2 Points to be covered in the project:

Phase 1 (first 6 months)

A) Strategic vision and roadmap

- i. Create a 5-year strategic vision and roadmap for corporatized OFB to address long term requirements for the country.
- ii. Outline options available for corporatization and evaluate pros – cons tradeoffs between the various options along dimensions like scale benefits / synergies in manufacturing etc.
- iii. Global benchmarking of defense & public sector corporatization structures.
- iv. Evaluate feasibility of various strategic options of converting OFB into a single Defence PSU or as multiple Defence PSUs.
- v. If multiple Defence PSUs are suggested, to determine rationalization/merger of Factories within each unit such that manufacturing is limited to production of strategic products and related intermediate items only.

B) Organization & manpower related matters

- vi. Proposed organizational structure with layers, levels & span of control definition for all functions while ensuring the new structures incorporate best in class learnings.
- vii. Advise on organizational structures of the corporate entity with vertical and horizontal structural linkages with management in the region and field along with the implications of each model.
- viii. Defining structure and decision-making power for the board of directors.

- ix. Define financial, administrative etc. delegation of powers to ensure that the corporate entity(ies) functions with autonomy, on commercial lines and with accountability, and is enabled to compete effectively in the marketplace.
- x. Decisions relating to various categories of employees {Group A, B and C} including protection of salary and pension; terms of their transfer/absorption; responsibility of pension liability of the employees etc.
- xi. To suggest options to achieve the optimum level of staffing for the corporate entity (ies) including retraining, VRS etc.
- xii. Suggest measures required to augment the existing organizational resources to prepare for the new competitive corporate environment.
- xiii. Future prospects of Indian Ordnance Factories Health Service: whether it should be merged with Central Government Health Scheme etc.
- xiv. Review the staffing/skill levels of existing manpower and suggest the optimum redeployment, reallocation and rationalisation of staff, keeping in view the new organization structure and the competitive environment.

C) Strategic financing and structuring matters

- xv. Define overall financing strategy and roadmap in line with vision, goals and operating model.
- xvi. Create medium – long term projections of fund requirements.
- xvii. Valuation of assets (land, buildings, Plant & Machinery, civil infrastructure, etc.) of OFB on “as is where is” basis; List of assets may also include share capital, licenses, Intellectual Property etc.; Review of physical encumbrances, if any; Lease details of assets, if any and implications for future holding/transfer; methodology adopted for all valuation.
- xviii. Assess the future financial viability including resource raising capability of the corporate entity keeping in view the following:-
 - a) An appropriate capital structure of the corporate entity(ies).
 - b) Advise on transfer of assets and liabilities with or without revaluation.

- c) Advise on appropriate accounting, costing, and financial control systems to suit the twin objectives of operational flexibility and accountability.
 - d) Identify the taxation issues for the new corporate entity(ies).
- xix. Financial support that may be provided to the entity(ies) to make it an economically viable and self-reliant unit for purposes like working capital, modernization of equipment, settlement of employees' dues etc.

D) Legal Issues

- xx. Reviewing and advising on all legal contracts including contracts with employees etc.
- xxi. Identify changes that need to be made to the existing statutes governing OFB to enable transformation of OFB into corporate entity(ies).
- xxii. Listing of litigations involving OFB and advice on the transition of such cases to the new entity(ies).
- xxiii. Identify rules/ regulations of the MoD that need to be amended consequent to the corporatisation of OFB.
- xxiv. Identify and list various approvals required for corporatization at various levels.
- xxv. Draft Memorandum and Articles of Association of the company.
- xxvi. Advise on labour laws in connection with the transfer of staff from the existing entity to the corporate entity(ies).
- xxvii. Suggest steps and covenants (e.g. corporatization agreements etc.) required between Government of India and the corporate entity(ies) to ensure that it is granted autonomy of function on commercial lines and compete effectively with private operators.

Phase 2 (next 6 months)

A) Target operating model post corporatization

- i. Operating model for production & synchronization between various production units.
- ii. Define manufacturing strategy as part of overall operating model in line with the best in class industry practices and overall vision, and tactical requirements.
- iii. Define structure for non-production entities like Training institutes, Controllerates of Safety, Marketing Centres etc. (For example – Do they need to be transferred to the proposed entity(ies) / standalone).
- iv. Re-engineer processes to drive systemic improvements required in important areas such as – inventory management, outsourcing, fault control, customer interface, image building and PR, project management, Quality management and costing of services.
- v. To determine and illustrate the outcome of the suggestions in terms of various parameters such as financial and functional autonomy, improvements in efficiency and capacity utilization, reduction in production costs, outsourcing, improvements in quality, impetus to exports etc., as mentioned in the intended goals of the Corporate entity(ies).
- vi. To study the effect of corporatisation on the allied establishments of OFB such as PCFA, DGQA, DSC etc. and suggest necessary steps to streamline their activities post-corporatisation.
- vii. To carry out risk analysis for the various options and to suggest risk mitigation measures.

B) Long term capability Development

- viii. Suggest measures required in transformation of existing employees to be fitted into the new organizational structure, considering optimum utilization of existing human resources and motivate them for maximum productivity in the new competitive environment.
- ix. Upgrading staff knowledge, skills and attitudes for absorbing new technologies and providing better customer services.

- x. Achieving professional management and work culture in various areas including marketing, technical, human resources development, materials, projects and finance.

C) Implementation support – Project Management Office

- xi. Setup overall Project Management Office to track and monitor activities required for corporatization.
- xii. Define long term roadmap with activities & responsibilities.
- xiii. Conduct reviews at regular intervals with key stakeholders to track progress as per defined roadmap.
- xiv. Prepare dashboards / review reports to keep key stakeholders informed on progress as per roadmap.
- xv. Define processes and interventions required to transition existing manpower to new organization structure in a phased manner.
- xvi. Create communication plan for organization to drive clarity on timelines and next steps.

D) Implementation support - Other issues

- xxvii. Grandfathering of orders already being executed by OFB and for which facilities have been created in OFB to ensure continuity in supply of strategic arms and ammunitions.
- xxviii. Treatment for land assets of OFB: Whether the surplus land should be transferred to entity(ies) or not.
- xxix. Keep all documents and record of discussions related to the corporatisation process and provide a copy of the same - hard and soft- duly indexed, page numbered to the DDP as and when sought.

1.4.2.1 The ToR/Scope of work mentioned above are indicative and non-restrictive in nature. Other relevant services related to the corporatisation process, not expressly captured in the aforesaid scope of work, which upon being brought to the notice of the Consultant by the DDP, will also form an integral and mandatory part of the ToR.

1.4.3 Deliverables, Time Frame and Payment Schedule

The Consultant shall commence work within a week of signing of the contract and shall complete the assignment within a period of 12 months. The following table lists the deliverables, their respective time frames and payment schedule:

| S. No. | Deliverables | Time Frame (from the date of signing of the contract) | Payment schedule |
|-----------------|--|---|------------------|
| Phase -I | | | |
| 1. | <p>Inception Report: Covering methodology and work plan</p> <ul style="list-style-type: none"> i. Methodology and approach to be adopted for the study. ii. detailed plan of work, with timelines for key milestones. iii. Stakeholder engagement & alignment roadmap | 3 rd Week | 5% |
| 2. | <p>Baseline & benchmarking report</p> <ul style="list-style-type: none"> • Baseline of issues to be addressed as part of corporatization • Benchmarking of best in class defense related manufacturing entity structures / best in class public sector corporatize structures | 8 th week | 5% |
| 3. | <p>Preliminary feasibility & Organizational strategy report</p> <ul style="list-style-type: none"> • Determination of feasibility of converting OFB into a single Defence PSU or as multiple Defence PSUs • Preliminary Organisational structure, with focus on structure and powers of the Board of Directors • Human resource aspects in connection with transfer of employees to the corporate entity(ies) | 12 th week | 10% |

| S. No. | Deliverables | Time Frame (from the date of signing of the contract) | Payment schedule |
|------------------|--|---|------------------|
| 4. | Financing structure & legal issues report <ul style="list-style-type: none"> • Interim findings on asset valuation • Financial structure of the Corporate entity(ies), with focus on the capital structure, transfer of assets and liabilities, and taxation • Legal matters, with focus on changes required in existing statutes to enable corporatization | 16 th week | 10% |
| 5. | Interim report on corporatization strategy covering aspects related to <ul style="list-style-type: none"> • Organization & manpower • Operations • Financing • Legal | 20 th week | 10% |
| 6. | Final report on corporatization strategy <ul style="list-style-type: none"> • Overall strategic vision for OFB • Final corporate structure strategy aligned with key stakeholders • Organizational strategy • Final asset valuation • Operations & financing strategy & structure • Roadmap on resolution of legal issues • Corporatisation roadmap with key milestones | 26 th week | 20% |
| Phase -II | | | |
| 7. | Implementation support report 1 <ul style="list-style-type: none"> • Assistance in preparation of all relevant documents required for the entire corporatisation process • Assistance in key stakeholder engagement | 32 nd week | 10% |

| S. No. | Deliverables | Time Frame (from the date of signing of the contract) | Payment schedule |
|--------|--|---|------------------|
| | <ul style="list-style-type: none"> • Project Management Office to monitor execution of activities & resolving bottlenecks if any | | |
| 8. | Implementation support report 2 In addition to point 7 above: <ul style="list-style-type: none"> • Operating Models post-corporatisation • Systemic improvements in important areas for realizing the goals of the entity(ies) • Preparation of dashboards etc. for monitoring of the progress | 40 th week | 10% |
| 9. | Implementation support report 3 In addition to point 7 above: <ul style="list-style-type: none"> • Skill development strategy • Approach for professional management and work culture • Strategy for talent retention | 44 th week | 10% |
| 10. | Implementation support report 4 In addition to point 7 above: <ul style="list-style-type: none"> • Record keeping of all relevant documents • Lessons Learnt • Pending issues yet to be resolved and way forward | 52 nd week | 10% |

1.4.3.1 Once submitted, the report/inputs/deliverables shall be the sole property of the DDP and can be used by them in any manner felt necessary. The contracted consultancy firm shall have no proprietary claim on any part/whole report. The consultant may also be required to make detailed presentation(s) at

every stage of report submission. The payment shall be made on acceptance of the deliverables by the DDP.

1.4.4 Nodal Officer

Director (Planning & Coordination), Directorate of Planning & Coordination shall be the Nodal Officer of the DDP for this project.

1.4.5 Place of Execution

The draft and final reports submission and the presentations will be at the DDP, Ministry of Defence, New Delhi.

1.5 INSTRUCTIONS TO THE BIDDERS

1.5.1 Completeness of Response

a. Bidders are advised to study all instructions, forms, requirements and other information in the EOI cum RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EOI cum RFP document with full understanding of its implications.

b. The response to this EOI cum RFP should be full and complete in all respects. Failure to furnish all information required by the EOI cum RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

1.5.2 EOI cum RFP Proposal preparation Costs & related issues

a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the DDP to facilitate the evaluation process.

b. The DDP will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

c. This EOI cum RFP does not commit the DDP to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this EOI cum RFP.

d. All materials submitted by the bidder will become the property of the DDP and may be returned completely at its sole discretion.

1.5.3 Amendments to the EOI cum RFP Documents

The DDP reserves the right to amend or modify any part of the EOI cum RFP at any stage. Such amendments/modifications if any, shall be duly notified similarly as the EOI cum RFP. The DDP also reserves the right to withdraw the EOI cum RFP at any stage, should it so become necessary.

1.5.4 Pre-Bid Meeting

a. The DDP shall hold a pre-bid meeting with the prospective bidders on **20th July, 2020 at 15:00 hrs.** at Director (P&C) office, Directorate of Planning & Coordination, Room No. 5, Porta Cabin -IV, 'B' Block, Ministry of Defence, Dara Shikoh Road, New Delhi - 110011.

b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the Nodal Officer (Director (P&C), Directorate of Planning & Coordination, Room No. 5, Porta Cabin -IV, 'B' Block, Ministry of Defence, Dara Shikoh Road, New Delhi - 110011, Fax: 011-23793032, email: dirpnc-ddp@nic.in) by post, facsimile or email on or **before 17:00 hrs. of 17th July, 2020.** The queries should necessarily be submitted in the following format:

| S. No. | EOI CUM RFP Reference(s) (Section, Page No.) | Content of EOI CUM RFP requiring clarification(s) | Point(s) of clarification |
|--------|--|---|---------------------------|
| 1. | | | |
| 2. | | | |

c. All queries to be raised during the pre-bid meeting will relate to the EOI cum RFP alone.

1.5.5 Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Nodal Officer of the DDP will endeavor to provide timely response to all queries. However, the DDP makes no representation or warranty as to the

completeness or accuracy of any response made in good faith, nor does the DDP undertake to answer all the queries that have been posed by the bidders.

b. At any time prior to the last date for receipt of bids, the DDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the EOI cum RFP document by a Corrigendum.

c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the organization website and emailed to all participants of the pre-bid conference.

d. Any such corrigendum shall be deemed to be incorporated into this EOI cum RFP.

e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the DDP may, at its discretion, extend the last date for the receipt of EOI cum RFP proposals.

1.5.6 Right to Terminate the Process

a. The DDP may terminate the EOI cum RFP process at any time and without assigning any reason. The DDP makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b. This EOI cum RFP does not constitute an offer by the DDP. The bidder's participation in this process may result in short listing the bidders.

1.5.7 Earnest Money Deposit (EMD)

a. Bidders shall submit, along with their Proposals, an **EMD of Rs. 5,00,000 (Rupees Five lakhs)** only, in the form of a Demand Draft in favour of Accounts Officer, DAD, MoD(Civil), New Delhi.

b. EMD of all unsuccessful bidders would be refunded by the DDP within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the Form 5 provided in Appendix I.

c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

e. The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this EOI cum RFP.

1.5.8 Submission of Proposals

a. The bidders should submit their responses as per the format given in this EOI cum RFP in the following manner:

(i) The BIDDER shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(ii) Technical Proposal - (1 Original + 1 Copy + 1 CD) in the first inner envelope, as detailed in **section 1.4** and as per the Technical bid forms given in Appendix –I.

(ii) Financial Proposal - (1 Original) in the second inner envelope, as per Form 4 given in Appendix-I.

b. The Response to Technical Proposal and Financial Proposal should be covered in separate sealed envelopes super- scribing , "Technical Proposal" and "Financial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy", as the case may be.

c. Please Note that Prices **must not** be indicated in the Technical Proposal but should only be indicated in the Financial Proposal.

d. The envelope containing the Financial Proposal should bear a warning as "DO NOT OPEN WITH THE TECHNICAL PROPOSAL".

e. The outer envelope should be marked with "EOI cum RFP for selection of Consulting Services for providing strategic and implementation management consulting services to assist the Ministry of Defence in the process of corporatisation of the Ordnance Factory Board" and should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder.

f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

- i. In case of any discrepancy observed by the DDP in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in the CD is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the DDP in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- k. Information which the bidder considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

1.5.9 Authentication of Bids

A Proposal shall be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

1.5.10 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the Proposal exchanged by the bidder and the DDP shall also be written in the English language.

1.5.11 Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the EOI cum RFP, must be submitted to the DDP at the following address:

**Director (P&C),
Directorate of Planning and Coordination
Room No. 6, Porta Cabin - IV,
'B' Block, Ministry of Defence,
Dara Shikoh Road, New Delhi-110001**

The proposals must be submitted on **or before 1500 hrs. on 04th August, 2020.**

1.5.12 Late Proposals

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained at all and shall be not be opened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. The DDP shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

1.5.13 Period of validity of proposals

Proposals shall remain valid for Ninety (90) days after the date of proposal submission prescribed by the DDP, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the DDP on the grounds that it is non-responsive.

In exceptional circumstances, the DDP may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder consenting to such request will not be required nor permitted to modify its Proposal.

1.5.14 Tender Opening

The Proposals submitted up to **1500 hrs. on 04th August, 2020** will be opened at **1700 hrs. on 04th August, 2020** at Director (P&C) office, Directorate of Planning & Coordination, Room No. 5, Porta Cabin -IV, 'B' Block, Ministry of Defence, Dara Shikoh Road, New Delhi - 110011, by the Nodal officer or any other officer authorized by the DDP, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

1.5.15 Evaluation Process

- a. The DDP will constitute an Evaluation Committee to evaluate the responses of the bidders.
- b. The Evaluation Committee constituted by the DDP shall evaluate the responses to the EOI cum RFP and all supporting documents & documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the EOI cum RFP proposal.
- c. Each of the responses shall be evaluated to validate compliance of the bidders according to the eligibility criteria, technical evaluation Forms and the supporting documents specified in this document.
- d. The decision of the Evaluation Committee in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- e. The Evaluation Committee may ask for presentation / meetings with the bidders to evaluate its suitability for the Consulting assignment.
- f. The Evaluation Committee reserves the right to reject any or all proposals.
- g. The Evaluation Committee would submit its recommendations to the Competent Authority.

1.6 SELECTION CRITERIA & METHODOLOGY

1.6.1 High level desired capability of the Consultant

The Consultant should have a deep knowledge and wide experience of current trends in defence industry in India and around the world, the strategies being adopted by leading defence manufacturing companies, knowledge on restructuring of defence production industry of India, process of corporatization in India and demonstrated knowledge of various issues involved in restructuring including personnel, organization, financial structure, accounts, legal, technologies etc.

1.6.2 Eligibility Criteria

- a. Agency should have satisfactorily done at least **2** similar projects in terms of the broad scope and nature of the work in the last **5** years.
- b. **Experience:**
 - (i) Minimum **5** years' experience in consultancy services relating to the broad scope and nature of the work and

(ii) Firm should have completed at least **3** valuations in the last **5** years of assets of similar nature of value of **Rs. 1000 Cr.** or more in each case.

c. Turnover: Minimum Rs 50 Cr. per annum in Consultancy services during the last 3 years.

d. Resources: Organisational Review Expert, Legal Expert, Asset Valuer, Finance and Accounting Expert, Capacity Building Expert, Risk Management Expert, HR expert (particularly expertise in Industrial Relations & Government sector HR policies), Other related experts and adequate support staff. The resources should be a balance of experience and youth.

e. Certification: The firm shall have the ISO 9001: 2015 Quality Management System.

f. Registration: Entities registered in India.

1.6.3 Selection methodology

1.6.3.1 Initial Bid scrutiny will be held and incomplete details as given below will be treated as non- responsive. If Proposals;

- Are not submitted in as specified in the EOI cum RFP document.
- Received without the Letter of Authorization (Power of Attorney).
- Are found with suppression of details.
- With incomplete information, subjective, conditional offers and partial offers submitted.

1.6.3.2 Selection of Bidders will be on the basis of Quality cum Cost based selection (**QCBS**) system:

- Proposals of bidders will be evaluated for minimum eligibility criteria.
- Technical proposals of only 'Eligible Bidders' will be evaluated as per process & criteria mentioned below.

1.6.3.3 Proposals of the eligible Bidders during the process of evaluation will finally be ranked according to their combined score of the Technical proposal (ST) and Financial proposal (SF) scores.

The weightage given to the technical and financial proposals are: **Tw = 0.70, and Fw = 0.30**

Combined total score (S) = (ST x Tw) + (SF x Fw)

1.6.3.4 The Selected Bidder shall be the Bidder having the highest combined total score (S). The second highest Bidder shall be kept in reserve and may be invited for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements, as the case may be.

1.6.3.5 In the event the composite total score is ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

1.6.4 Evaluation Criteria:

1.6.4.1 The technical evaluation shall be based on the following criteria:

| S.No. | Criterion | Weightage |
|-------|--|------------------------|
| 1. | Methodology & Project planning | 5 |
| 2. | Presentation to be made before the DDP (in person preferably or through VC, depending upon the prevailing COVID 19 situation) | 25 |
| 3. | Resource commitment for the Project - Evaluation would be based on the number of resources deployed, their qualification and experience: | 30 |
| | | Number of Resources: 5 |
| | | Qualification: 10 |
| | | Experience: 15 |
| 4. | Past experience in execution of similar projects in last 5 years (handling mergers, demergers, amalgamations, post-merger integration etc. of entities having NAV of atleast Rs. 500 Crores) <ul style="list-style-type: none"> • 5 projects – 5 points • 6-10 projects – 10 points • 11-15 projects – 15 points • 16-20 projects – 20 points • >20 projects – 25 points | 15 |
| 5. | Past experience in execution of Corporatization projects in last 5 years <ul style="list-style-type: none"> • 1-2 projects – 5 points • >2 projects – 10 points | 10 |
| 6. | Past experience in providing consultancy services in Defence sector (global and India) <ul style="list-style-type: none"> • 5 projects – 5 points • 6-10 projects – 10 points • >10 projects – 15 points | 15 |

1.6.4.2 Only bidders that **score ≥ 60** on technical evaluation above will be eligible for evaluation of financial proposal as below.

1.6.4.3 Financial proposal (SF) Evaluation

a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.

b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

c. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (SF) = {(Financial Bid of L1/Financial Bid of the Bidder) X 100}% (Adjusted to two decimal places)

d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e. The bid price will include all taxes and levies and shall be in Indian Rupees.

f. Any conditional bid would be rejected.

g. Errors & Rectification: Arithmetical errors will be rectified on the following basis:

“If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

1.6.5 Consortium Bids

a. Bidders are allowed to participate in consortium, with the following conditions:

(i) A consortium (the “Bidding Consortium”) shall be considered bidder provided that one of the members of the consortium shall be nominated as being in-charge (the “Lead Consortium Member”) and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members.

(ii) In case the Bidder being Indian Company is having collaboration with the Company incorporated outside India (Foreign Company, having registered office in India, established with RBI approval), the Bidder shall in respect of

such collaboration submit duly certified/authenticated copies of the following documents:

- Certificate of Incorporation / Registration Certificate issued by the competent authority under the law in force in the country of its incorporation;
- Memorandum and Articles of Association or document constituting the company and regulating its affairs;
- List of board of directors or regulating/controlling body;
- Address of its place of business in India, if any;
- Audited annual financial statements and financial Net-worth for the last three years only of foreign entity;
- Complete copy of agreement entered into by the Indian company with the foreign company together with gist of major terms, validity period, demarcation of scope of work, role and responsibilities of each party to the agreement, technical, financial and management aspects of the agreement;
- Commitment of the foreign company to continue partnering with agreement and to discharge its role / functions under the agreement till the completion of the project;
- Any other papers or documents required by the DDP at a later stage or in future.

(iii) The Lead Consortium Member shall submit the Bid to the DDP and shall be liable towards fulfilling the obligations in this EOI CUM RFP.

(iv) The Lead Consortium Member shall have a valid Goods and Services Tax Registration Number, Provident Fund (PF) Code and Permanent Account Number (PAN) for the Republic of India

(v) The Lead Consortium Member shall designate and authorize one person to represent the Bidding Consortium in its dealings with the DDP through a Power of Attorney to perform all tasks including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of the Consortiums, etc.

(vi) Each member of the consortium shall have a registered office (under the Companies Act 1956 or 2013 with Registrar of Companies) and operations in India.

(vii) Every Consortium Member shall provide consent to the Lead Consortium Member and make itself aware of all the proceedings of the bidding process and Project implementation through legally enforceable consortium agreement, power of attorneys, legal undertakings, Letter of Consent etc. entered amongst all members of that Bidding Consortium including. In the absence of such documents, the Bid shall not be considered for evaluation and will be rejected.

(viii) The Bidder / member of consortium should not be blacklisted/barred by any Govt. Organization or Regulatory Agencies or Govt. Undertaking. Bidder should submit a self- undertaking signed by its Authorized Signatories for the same .

(ix) The bid, and in case of successful bid the specified Form of Agreement, shall be signed so as to be legally binding on all consortium members (as per enclosed format in bidding document).

(x) The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium as per power conferred to him in the Power of Attorney.

(xi) The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. The statement to this effect shall be provided along with EOI CUM RFP submissions including the Bid Form and Contract (in case of successful bid).

(xii) The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. Only the Lead Consortium Member shall have the authority to conduct all businesses for and on behalf of the consortium during the bidding process and, in the event the consortium is awarded the Contract, during contract execution. The composition of the consortium cannot be altered.

(xiii) Without prejudice to clause (xii) above, for the purposes of fulfilment of its obligations as laid down under the Contract where the DDP deems fit and unless the context requires otherwise, Contractor shall refer to the Lead Member who shall be the sole point of interface between the DDP and the Consortium and would be absolutely accountable for the performance of its own, the other members of the Consortium and/or its team's functions as also the subcontractors.

(xiv) All payments shall be made by the DDP in favor of the Lead Consortium Member

b. Eligibility Criteria: In case a bid is submitted by a Consortium of two or more firms/companies, the members of the Consortium shall meet the following eligibility requirements:

(i) All the members of the Consortium shall **jointly** meet the criteria given at 1.6.2 (a), 1.6.2 (b)(ii) and 1.6.2 (d).

(ii) All the members of the Consortium shall **individually** meet the criteria given at 1.6.2 (b)(i), 1.6.2 (c), 1.6.2 (e) and 1.6.2 (f). .

1.6.6 Debarment:

Debarment rules, as prescribed in GFR, 2017, shall be applicable, as follows:

(i) A bidder shall be debarred if he has been convicted of an offence:

- i. under the Prevention of Corruption Act, 1988 (and amendment thereof);
- or
- ii. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

(iii) The DDP may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

1.6.7 Appointment of Consultant

1.6.7.1 Award Criteria

The DDP will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

1.6.7.2 Right to accept any Proposal and to reject any or all Proposal(s)

The DDP reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals 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 action of the DDP.

1.6.7.3 Notification of Award

Prior to the expiration of the validity period (or extended validity period), the DDP will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, the DDP will notify each unsuccessful bidder and return their EMD.

1.6.8 Performance Guarantee

The DDP will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of the contract, as per Form 5. The Performance Guarantee should be valid for a period of 18 months. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the DDP at its discretion may cancel the order placed on the selected bidder without giving any notice. The DDP shall invoke the performance guarantee in case the selected Consultant fails to discharge their contractual obligations during the period or the DDP incurs any loss due to Consultant's negligence in carrying out the project implementation as per the agreed terms & conditions.

1.6.9 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, the DDP shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the DDP and the successful bidder.

1.6.10 Failure to agree with the Terms and Conditions of the EOI cum RFP

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the EOI cum RFP shall constitute sufficient grounds for the annulment of the award, in which event the DDP may award the contract to the next best value bidder (as specified in section 1.6.3.4). In such a case, the DDP shall invoke the PBG of the most responsive bidder.

1.6.11 Fraud and Corrupt Practices

a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the DDP shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the DDP shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the DDP for, inter alia, time, cost and effort of the DDP, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

b. Without prejudice to the rights of the DDP under Clause above and the rights and remedies which the DDP may have under the LOI or the Contract, if an Applicant or Consultant, as the case may be, is found by the DDP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Contract, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by MoD, as per the Guiding Principles on banning of MoD dated .

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DDP who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DDP, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the DDP in relation to any matter concerning the Project;
- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the DDP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

1.6.12 Conflict of Interest

a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DDP shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the DDP for, *inter alia*, the time, cost and effort of the DDP including

consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the DP hereunder or otherwise.

b. The DDP requires that the Consultant provides professional, objective, and impartial advice and at all times hold the interests paramount of the DDP, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the DDP.

c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;

ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or

iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the DDP for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

v. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

d. An Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for the DDP in continuation of this Consultancy or to any subsequent consultancy/ advisory

services performed for the DDP where the conflict of interest situation does not arise.

e. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the DDP as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The DDP shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

OFB Units

Headquarters

1. Armoured Vehicle Head Quarters Avadi (AVHQ)
2. Ordnance Equipment Factories Head Quarters Kanpur (OEFHQ)
3. Ordnance Factory Board Kolkata (OFBHQ)
4. Ordnance Factory Board, Mumbai Office (OFBMO)
5. Ordnance Factory Board, New Delhi Office (OFBNDO)
6. Ordnance Factories Recruitment Centre Nagpur (OFRC)

Factories

1. Ammunition Factory Khadki (AFK)
2. Cordite Factory Aruvankadu (CFA)
3. Engine Factory Avadi (EFA)
4. Field Gun Factory Kanpur (FGK)
5. Gun Carriage Factory Jabalpur (GCF)
6. Grey Iron Foundry Jabalpur (GIF)
7. Gun and Shell Factory Cossipore(GSF)
8. Heavy Alloy Penetrator Project Tiruchirapally(HAPP)
9. High Explosive Factory Khadki, Pune(HEF)
- 10.Heavy Vehicle Factory Avadi(HVF)
- 11.Machine Tool Prototype FactoryAmbernath (MPF)
- 12.Metal and Steel Factory Ishapore(MSF)
- 13.Ordnance Clothing Factory Avadi (OCFAV)
- 14.Ordnance Cable Factory Chandigarh (OCFC)
- 15.Ordnance Clothing Factory Shahjahanpur (OCFS)
- 16.Ordnance Equipment Factory Kanpur (OEFC)
- 17.Ordnance Equipment Factory Hazratpur (OEFHZ)
- 18.Ordnance Factory Ambernath (OFA)
- 19.Ordnance Factory Ambajhari (OFAJ)
- 20.Ordnance Factory Bhandara (OFBA)
- 21.Ordnance Factory Bhusawal (OFBH)
- 22.Ordnance Factory Bolangir (OFBOL)
- 23.Ordnance Factory Kanpur (OFC)

24. Ordnance Factory Chandrapur (OFCH)
25. Ordnance Factory Dumdum (OFDC)
26. Ordnance Factory Dehu Road (OFDR)
27. Ordnance Factory Dehradun (OFDUN)
28. Ordnance Factory Itarsi (OFI)
29. Ordnance Factory Khamaria (OFK)
30. Ordnance Factory Katni (OFKAT)
31. Ordnance Factory Muradnagar (OFM)
32. Ordnance Factory Project Nalanda (OFN)
33. Ordnance Factory Project Korwa (OFPKR)
34. Ordnance Factory Project Medak (OFPM)
35. Ordnance Factory Tiruchirapalli (OFT)
36. Ordnance Factory Varangaon (OFV)
37. Opto Electronics Factory (OLF)
38. Ordnance Parachute Factory (OPF)
39. Rifle Factory Ishapore (RFI)
40. Small Arms Factory (SAF)
41. Vehicle Factory Jabalpur (VFJ)

Ordnance Factories Institute of Learning

1. National Academy of Defence Production Ambajhari (NADP)
2. Ordnance Factories Institute of Learning Ambajhari (OFILAJ)
3. Ordnance Factories Institute of Learning Ambarnath (OFILAM)
4. Ordnance Factories Institute of Learning Avadi (OFILAV)
5. Ordnance Factories Institute of Learning Dehradun (OFILDD)
6. Ordnance Factories Institute of Learning Ishapore (OFILIS)
7. Ordnance Factories Institute of Learning Khamaria (OFILKH)
8. Ordnance Factories Institute of Learning Kanpur (OFILKN)
9. Ordnance Factories Institute of Learning Medak (OFILMK)

Regional Marketing Centres

1. Regional Marketing Centre Avadi (RMCAV)
2. Regional Marketing Centre Delhi (RMCDL)
3. Regional Marketing Centre Pune (RMCPU)

Regional Controllerate of Safety

1. Regional Controllerate of Safety Ambajhari (RCSAJ)
2. Regional Controllerate of Safety Avadi (RCSAV)
3. Regional Controllerate of Safety Kanpur (RCSKN)
4. Regional Controllerate of Safety Pune (RCSPU)

Bid Submission forms

The bidders are expected to respond to the EOI CUM RFP using the forms given in this section and all documents supporting eligibility / EOI CUM RFP Criteria.

Technical Proposal:

Form 1: Letter of Proposal

To:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

<Location, Date>

Subject: Submission of the Technical bid for <provide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Consultancy Services to the <Nodal Agency> on <provide name of the consulting engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the EOI CUM RFP document.

We agree to abide by all the terms and conditions of the EOI CUM RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the EOI CUM RFP document.

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

Yours sincerely,

Authorized Signature (*In full and initials*):

Name and Title of Signatory:

Name of Firm:

Address:

Location: _Date:

Form 2: Details of the Applicant's Operations and Consulting Business

A.Name and address of the bidding Company

B.Incorporation status of the firm(public limited / private limited,etc.)

C.Year of Establishment

D.Date of registration

E.ROC Reference No.

F.Details of company registration

G.Details of registration with appropriate authorities for service tax

H.Name, Address, email, Phone nos.and Mobile Number of Contact Person

Form 3: Compliance Sheet for Technical proposal

| | Basic Requirement | Documents Required | Provided | Reference page no. |
|----------|--|---|-----------------|---------------------------|
| 1 | Covering letter for Technical Proposal | As per Form 1 | Yes / No | |
| 2 | Turnover in Consulting services during the last 3 years excluding revenues from services related to Tax, Advisory, | Extracts from the audited Balance sheet and Profit &Loss; OR Certificate from the statutory auditor | Yes / No | |

| | | | | |
|----------|---|--|----------|--|
| | Legal, Audit, IT | | | |
| 3 | Experience details relevant to the engagement, separately for 1.6.2 (a), 1.6.2 (b)(i) & 1.6.2(b)(ii) | <p>Completion Certificates from the client; OR Self-Certificate of Completion (Certified by the Statutory Auditor / MD of firm); OR Work Order + Phase Completion certificate from the client</p> <p>If the project value is confidential, it is sufficient for the Bidder MD to self certify that the project value is above the cut-off indicated.</p> | Yes / No | |
| 4 | Resources to be committed for the Project | <p>Broad qualifications of each resource category</p> <p>Short Bio-data of all the resources for the project</p> | Yes / No | |
| 5 | Power of Attorney | Copy of Power of Attorney in the name of the Authorized signatory | Yes / No | |
| 6 | Consortium | Power of Attorney; Consortium agreement; Letter of Consent | Yes / No | |
| 7 | Debarment | A self certified letter | Yes / No | |
| 8 | Total Experience | Self certified letter | Yes / No | |

| | | | | |
|---|------------------------|--|----------|--|
| 9 | Approach & Methodology | A note on high level approach & methodology, including demonstration of understanding of the DDP's requirements, project work breakdown structure. | Yes / No | |
|---|------------------------|--|----------|--|

Financial Proposal

Form 4: Financial Proposal Format

To:

<Name>

<Designation>

<Address>

<Phone Nos.>, <Fax Nos.>

<email id>

<Location, Date>

Subject: Submission of the Financial bid for <provide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for <<*Title of consulting services*>> in accordance with your EOI CUM RFP dated [*Date*] and our Proposal - Technical and Financial Proposals.

Our Financial Proposal is for the sum of <<*Amount in words and figures*>>. This amount is inclusive of all expenses & taxes.

I understand that the payment would be made on the basis of actual Service tax rate prevalent during the time of payment.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 5: Performance Bank Guarantee

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

<Location, Date>

Whereas, <<name of the supplier and address>> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to the DDP/MoD (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<**Name of the Bank**>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

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

This Guarantee shall be valid until <<*Insert Date*>>.

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only).**

II. This bank guarantee shall be valid up to <<*insert expiry date*>>.

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<*insert expiry date*>> failing which our liability under the guarantee will automatically cease.