

Request for Proposal (RFP)

For

Evaluation Study of Rebate of State and Central Taxes and Levies (RoSCTL) and Remission of Duties and Taxes on Exported Products (RoDTEP) Schemes

File No I-19014/10/2026-DMEQ

September, 2026
Government of India

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I-19014/10/2026-DMEO
Government of India
NITI Aayog
Development Monitoring and Evaluation Office
Sansad Marg, New Delhi -110001

Invitation for Proposals

Date: 24 September, 2026

Subject: Request for Proposal (RFP) for Evaluation Study of Rebate of State and Central Taxes and Levies (RoSCTL) and Remission of Duties and Taxes on Exported Products (RoDTEP) Schemes.

The Development Monitoring and Evaluation Office (DMEQ), National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage a Technical Consultant to support **the Evaluation Study of Rebate of State and Central Taxes and Levies (RoSCTL) and Remission of Duties and Taxes on Exported Products (RoDTEP)** Schemes details of which have been provided in the RFP document.

DMEQ, NITI Aayog invites proposals for this assignment, from national/ international firms/organisations/institutions, which have requisite experience in this field as detailed in the RFP. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the DMEQ website (<https://dmeo.gov.in/tenders>) and Government e-Marketplace (<https://gem.gov.in/>). Important information & tentative dates are given in section 1 of the RFP.

Interested applicants are requested to log into Government e-Marketplace (GeM) and submit their RFP response online, on or before **28.10.2026 (Wednesday) Time:17:00 hours**. Applicants can also refer to resources available on GeM (<https://gem.gov.in/support/sellers/?lang=english>) for further queries.

Shri Ashish Diwan

Economic Officer

Development Monitoring & Evaluation Office
(DMEQ) Room No-431, NITI Aayog, Sansad Marg
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Email: dmeoeval-niti@gov.in

Disclaimer

- i. The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements or information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv. Applicants are advised that selection shall be based on their meeting various criteria enumerated in the different clauses of the RFP. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.
- v. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- vi. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statements, assessment or assumption contained in this RFP.
- vii. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- viii. The selection Process shall be governed by the dispute settlement mechanisms (DSM) (Manual for Procurement of Consultancy and Other Services, June 2022).
- ix. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

Acronyms

Acronym	Full Form
B.E.	Budget Estimates
R.E.	Revised Estimates
CAP	Computer Assisted Personal Interviews
CV	Curriculum Vitae
DMEQ	Development Monitoring and Evaluation Office
FGD	Focus Group Discussion
KII	Key Informant Interview
GeM	Government e-Marketplace
RfP	Request for Proposal
TIS	Tender Information Summary
GoI	Government of India
M/D	Ministry/Department
NGOs	Non-Government Organizations
FY	Financial Year
RoSCTL	Rebate of State and Central Taxes and Levies
RoDTEP	Remission of Duties and Taxes on Exported Products
SDGs	Sustainable Development Goals
DPIIT	Department for Promotion of Industry and Internal Trade
REESI+C+E	Relevance, Effectiveness, Efficiency, Sustainability, Impact, Coherence, Equity
MSMEs	Micro, Small and Medium Enterprises
ARR	Annual RoDTEP Return
CBIC	Central Board of Indirect Taxes and Customs
CSV	Comma-Separated Values
DGFT	Directorate General of Foreign Trade
DGCIS	Directorate General of Commercial Intelligence and Statistics
EDI	Electronic Data Interchange
EFC	Expenditure Finance committee
WTO	World Trade Organisation
AA	Advance Authorisation
SEZ	Special Economic Zone
EOU	Export Oriented Unit
EPCG	Export Promotion Capital Goods Scheme
MEIS	Merchandise Exports from India Scheme

Glossary for RFP

Applicant	As defined in RFP Clause 1.2.1
Authorized Representative	As defined in RFP Clause 1.12.2(d)
Authority	As defined in RFP Clause 1.1
Bid Security	As defined in RFP Clause 1.16
Conditions of Eligibility	As defined in RFP Clause 1.4
Conflict of Interest	As defined in RFP Clause 1.5
Consultancy Team	As defined in RFP Clause 1.3
Consultant	As defined in RFP Clause 1.1(b)
Eligible Assignments	As defined in RFP Clause 4.2
Financial Proposal	As defined in RFP Clause 1.14
Key Personnel	As defined in RFP Clause 1.3
Lead Member	As defined in RFP Clause 1.2.1
Legal entity	As defined in RFP Clause 1.4.2 (A)
LOA	Letter of Award as specified in RFP Clause 3.4
Professional Personnel	As defined in RFP Clause 1.13.6
Proposal	As defined in RFP Clause 1.2
Proposal Due Date or PDD	As defined in Tender Information Summary
Selected Applicant	As defined in RFP Clause 4.5.2
Selection Process	As defined in RFP Clause 1.2.2
Sole Firm	As defined in RFP Clause 1.2.1
Support Personnel	As defined in RFP Clause 1.13.6
Team Leader	As defined in RFP Annexure A
Technical Proposal	As defined in RFP Clause 1.13

Glossary for Schedules

Form of Agreement	As specified in Schedule-2
Agreement	As defined in Schedule-2 Clause 1.1.1(a)
Agreement Value	As defined in Schedule-2 Clause 6.1.2
Applicable Laws	As defined in Schedule-2 Clause 1.1.1(c)
Associate	As defined in Schedule-3 Clause 9(f)
Deliverables	As defined in Schedule-1 Clause 7
Effective Date	As defined in Schedule-2 Clause 1.1.1(g)
Final Evaluation Report	As specified in Schedule-1 Clause 9
Inception Report	As specified in Schedule-1 Clause 7
Member	As defined in Schedule-2 Clause 1.1.1(j)
Personnel	As defined in Schedule-2 Clause 1.1.1(l)
Project Manager	As defined in Schedule-2 Clause 4
Services	As defined in Schedule-2 Clause 1.1.1(n)
TOR	As defined in Schedule-1

Tender Information Summary (TIS)

1.0 Basic Tender Details		
1.1	Tender Title/ Name of Assignment	RfP for Evaluation Study of Rebate of State and Central Taxes and Levies (RoSCTL) and Remission of Duties and Taxes on Exported Products (RoDTEP) Schemes for Selection of Technical Consultant
1.2	File Number	I- 19014/10/2026-DMEO
1.3	Tender Type	RFP-Open Tendering
1.4	Tender Category	Services
1.5	Proposal Submission	Two Separate Proposals viz Technical & Financial be submitted on GeM Portal
1.6	Product Category	Consultancy
1.7	Selection Method	Quality & Cost Based Selection (QCBS) in 70:30 Ratio
1.8	Appointing Arbitration	Head of the Procuring Organization
1.9	Language for all type Communication	English only
1.10	Form of Contract	Lumpsum
1.11	Organization:	NITI Aayog
1.12	The Procuring Entity:	DMEO- NITI Aayog
1.13	Mode of Procurement	Online- through GeM Portal
1.14	Tender Inviting Authority (TIA)	DG DMEO- NITI Aayog
1.15	Office Address & Communication for Correspondence	Shri Dharmender Singh Sajwan Development Monitoring & Evaluation Office (DMEO) Room No-431, NITI Aayog, Sansad Marg New Delhi, 110001 Email: ds.sajwan@gov.in
2.0. Critical Dates		
2.1	Publication of RFP on GeM Portal	24 September 2026
2.2	Pre-Proposal Queries	Yes
2.3	Last date for Receiving queries /clarification	5 october 2026
2.4	I. Mode & Address for submission of Pre-Proposal queries	Email: dmeoeval-niti@gov.in
	II. Applicants may register for the same until a day prior to the Pre-Proposal Conference by submitting the details of their representatives attending the Pre-Proposal Conference at the given link	Link : https://forms.gle/gND9gLqWTCCL6ot6
2.5	Pre-Proposal Conference, Date, Time & Venue	7 october 2026

		Time :2:00PM Link : https://dmeo.webex.com/dmeo/j.php?MTID=m8811a258d29198e847e4be7ba974d04f Venue: Room No. :134, 1 st Floor , NITI Aayog
2.6	Authority response to Queries	14 October 2026
2.7	Proposal Due Date (PDD)/Last date ¹	28 October 2026, 17.00 Hrs
2.8	Opening of Technical Proposals date & Time	29 October 2026 (11:00 AM)
2.9	Proposal Validity (Days from the date of Proposal Opening)	90 Days
3.0 Terms of Reference		
3.1	Period of Contract	6 Months (180 days)
3.2	Service Details:	As per Terms of Reference / Scope of Work.
4.0 Documents relating to Bid Security and Performance Security		
4.1.	Bid Security (EMD) Amount in INR:	₹ 5 Lakhs
4.2.	Is Bid Securing Declaration permitted in lieu of Bid Security?	Only for MSMEs and <i>government owned universities/academic institutions</i> as per RFP Clause 1.16.1 & 1.16.2 respectively
4.3.	Performance Security	Yes, 3% of agreement value
4.4.	Bid/ Performance Security to be addressed/ in favor of:	PAO, NITI Aayog
4.5.	Form of Bid/ Performance Security	Refer Checklist of documents
4.6.	Payment Schedule	Inception report = 20% Mid-term report =30% Draft report = 30% Final report =20%
<u>5.0 Critical Documents – Included at the End of this RFP</u>		
A	<u>Appendix I (Technical Proposal)</u>	
5.1	Letter of Proposal	<i>Appendix-I Form-1</i>
5.2.	Particulars of Applicant	<i>Appendix-I Form-2</i>
5.3	Statement of Legal Capacity	<i>Appendix-I Form-3</i>
5.4	Power of Attorney	<i>Appendix-I Form-4</i>
5.5.	Financial Capacity of the Applicant	<i>Appendix-I Form-5</i>
5.6	Particulars of Key Personnel	<i>Appendix-I Form-6</i>
5.7	Proposed Methodology & Work Plan	<i>Appendix-I Form-7</i>
5.8	Eligible Assignments of the applicant	<i>Appendix-I Form-8</i>
5.9	Deployment of professional Personnel	<i>Appendix-I Form-9</i>
5.10	Support Personnel	<i>Appendix-I Form-10</i>
5.11	(i) Bid Security Declaration Form (ii) Udyam Certificate	(i) <i>Appendix-I Form-11(applicable for government owned universities/academic institutions only)</i> (ii) <i>Applicable for MSME</i>
B	<u>Appendix II (Financial Proposal)</u>	
5.12	Covering Letter	<i>Form 1</i>

¹ \$ While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

5.13	Financial Proposal	<i>Form 2</i>
5.14	Estimate of Personnel Costs	<i>Form 3</i>
C.	Documents of LOA	
5.15	Form of Agreement	<i>Schedule-2</i>
5.16	Terms of Reference	<i>Schedule 1 of the RFP</i>
5.17	Deployment of Personnel	<i>Appendix I Form 9</i>
5.18	Estimate of Personnel Costs	<i>Appendix II Form 3</i>
5.19	Cost of Services/Financial Proposal	<i>Appendix II Form 2</i>
5.20	Payment Schedule	<i>Schedule 2 Annex 5</i>
5.21	Bank Guarantee for Performance Security	<i>Schedule 2 Annex 6</i>
5.22	Judicial Stamp Paper	<i>To be appended with Form of Agreement</i>
5.23	Guidance Note on Conflict of Interest	<i>Schedule-3</i>

Checklist of documents

01. Documents to be uploaded on GeM Portal online on or before PDD:		
1.1	Technical Proposal	As per Appendix-I, Form 1-11
1.2	Financial Proposal	As per Appendix-II, Form 1-3
02. Documents to be submitted offline.		
2.1	Bid Security [Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque (only for EMD), Bank Guarantee]	To be submitted within 5 (Five) working days after the bid opening (Opening of Technical Proposal date & time).
2.2	Power of Attorney	To be submitted before the award of Contract
03. Documents to be submitted offline on signing of Contract:		
3.1	Performance Security (3% of agreement value) [Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque (only for EMD), Bank Guarantee]	Bank Guarantee to be submitted as per Appendix-III Form-1 -
3.2	Form of Agreement	Schedule-2
3.3	Judicial Stamp Paper (To be appended with Agreement)	On ₹ 200 Stamp Paper

1. Introduction and Instructions to Applicants

1.1. Background

- (a) The Development Monitoring and Evaluation Office (DMEO) (the “Authority”) was constituted in September 2015 by merging of the erstwhile Programme Evaluation Office (PEO) and the Independent Evaluation Office (IEO). DMEO is an attached Office of NITI Aayog to fulfil the mandates of monitoring and evaluation assigned to NITI Aayog.

(b) Request for Proposal

The Authority invites proposals (**the “Proposals”**) for selection of a Technical Consultant (**the “Consultant”**) who shall conduct an evaluation study of the Scheme/s, in accordance with the TOR (**collectively the “Consultancy”**).

1.2. Scope of Proposal

- 1.2.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (**the “Sole Firm”**) or as lead member of a Consortium of firms (**the “Lead Member”**) in response to this invitation. The term applicant (**the “Applicant”**) means the Sole Firm (in case of firms) or the Lead Member of a Consortium or Universities or Academic Institutions as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.2.2. The Authority has adopted a two-stage selection process (**collectively the “Selection Process”**) for evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant shall be selected for negotiation (**the “Selected Applicant”**).
- 1.2.3. The Applicant shall submit its proposal (both Technical & Financial as prescribed in clause 1.15.3) on GeM Portal. The Technical Proposal shall be submitted in the form as per Appendix-I and the Financial Proposal to be submitted in the form as per Appendix-II. The Forms to be uploaded on GeM can be accessed on DMEO Website (www.dmeo.gov.in/). Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified as per Schedule-2 . The responsibility for the completion of study in terms of submission of deliverables and achievements of milestones, as prescribed in Terms of Reference, lies with the Applicant.
- 1.2.4. Sub-Contracting by the applicant is not permitted. However, for conducting field surveys the applicant may engage field investigators or field survey firms. The responsibility to maintain the highest quality of data collected from this study lies with the applicant. The applicant shall submit the credentials of the survey firms proposed for conducting the field survey in the inception report.

1.3. Key Personnel

The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. The Consultancy Team shall consist the key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified in Annexure A of RfP:

1.4. Conditions of Minimum Eligibility of Applicants

1.4.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. The Minimum Conditions of Eligibility as specified in the RFP may be relaxed for a particular Applicant, if applicable, subject to furnishing of relevant and valid documents or certificates, supporting such relaxations or exemptions under Applicable Laws.

1.4.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

- (A) **General Eligibility of the Applicant:** The Applicant must be a **legal entity** as per Applicable Laws. The '**legal entity**' denotes an organization, that is recognized as a distinct entity under law. It can be an incorporated Company or LLP under Indian Laws or university, academic institution and research & development organization. The Applicant should not have been debarred or blacklisted on the date of application by the Central Government, any State Government, any Statutory Authority of the Government, or a Public-Sector Undertaking, from participating in any consulting assignment.
- (B) **Technical Capacity:** The Applicant should have, **over the past 8 (Eight) financial years** preceding the PDD, undertaken **a minimum of 2 (two) Eligible Assignments** as specified in Clause 4.2
- (C) **Financial Capacity:** The Applicant should have a minimum Average annual total revenue/turnover of **₹ 2.5 Crore (Rupees Two Crore Fifty lakhs only)** preceding 3 (three) financial years from the date of the application.
- (D) **Availability of Key Personnel:** The Applicant should offer and make available all Key Personnel meeting the requirements specified in Annexure A of RFP.
- (E) **Age limit of Key Personnel:** All Key Personnel must below the age of 60 Years and fulfill the Minimum Conditions of Eligibility specified in Annexure A of RFP:

1.4.3. The Applicant should enclose with its Proposal, certificate(s) from its Statutory Auditors² stating its Average Annual Turnover/Total Revenue³ for the preceding 3 (three) financial years from the date of application. In the event that the Applicant does not have a statutory auditor, it should provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

1.4.4. The Applicant should submit a Power of Attorney (POA) as per the format of Appendix-1, Form-4. However, that such Power of Attorney would not be required if the Application is signed by a partner in case the Applicant is a partnership firm or limited liability partnership. In the case of government owned academic institutions in lieu of POA, a letter of authorization duly signed by the competent authority such as Head of the Department, Dean, Registrar, Director etc. should be submitted.

² \$ Please do not attach complete printed annual financial statements. In case relevant extracts of duly audited annual financial statements containing the requisite details are provided, duly countersigned by the authorized signatory, a separate certification by statutory auditors would not be necessary.

³ Turnover of university means Revenue from all sources + Grant in Aid

- 1.4.5 An Applicant should, during the last three years, neither have failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor have been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 1.4.6 In the event that while submitting a Proposal, the space provided in the prescribed forms in the appendices is insufficient, the applicant should attach clearly marked and referenced continuation sheets (without any change in prescribed forms).

1.5. Conflict of Interest

- 1.5.1 An Applicant shall not have a conflict of interest as per Schedule that may affect the Selection Process or the Consultancy. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority reserves the right to take action as per the Bid Security or Bid Security Declaration for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 1.5.2 It is expected that the Consultant shall provide professional, objective, and impartial advice and at all times hold the Authority's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant should 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 Authority.
- 1.5.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note on conflict of interest at Schedule-3 .

1.6. Number of Proposals

No Applicant or its Associate should submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be. If any Applicant or its Associate is found to submit more than one application either individually or as a member of any consortium, all of their applications shall be rejected.

1.7. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

1.8. Verification of information

Applicants are encouraged to submit their respective Proposals after verification of the documents, reference materials, etc. within the purview of this RFP and the Applicable Laws and regulations or any other matter considered relevant by them.

1.9. Right to reject any or all Proposals

- 1.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 1.9.2 Without prejudice to the generality of Clause 1.9.1, the Authority reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation on the part of the applicant is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, the Authority reserves the right to annul the Selection Process.

1.10. Clarifications

- 1.10.1 Applicants should seek clarifications, if any, on the RFP either through GeM portal (<https://gem.gov.in/>) by logging in through their registered ID or by sending an email to dmeoeval-niti@gov.in before the date mentioned in the TIS (Critical Dates).

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority shall post the reply to all such queries on the Official Website/GeM portal without identifying the source of queries.

- 1.10.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 1.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

1.11. Amendment of RFP

- 1.11.1. At any time prior to the Proposal Due Date, the Authority may, for any reason, modify the RFP document by the issuance of Amendment and posting it on the Official Website at <https://dmeo.gov.in/>
- 1.11.2. All such amendments shall be posted on the GeM portal <https://gem.gov.in/> along with the revised RFP containing the amendments and will be binding on all Applicants.
- 1.11.3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

Preparation and Submission of Proposal

1.12. Format and signing of Proposal

- 1.12.1. The Applicant shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 1.12.2. Bids along with all the scanned copies of the document should be submitted in the electronic form only through the GeM e-tendering system before the PDD. Before the bid documents are uploaded, all attached documents should be signed using digital signatures of any of the following:
- (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorized person holding the Notarized Power of Attorney, in case of a Limited Company or a corporation; or
 - (d) by the Authorized Representative of the Lead Member holding the notarized Power of Attorney, in case of consortium.
 - (e) by the Competent Authority from the Educational Institution

A Notarized copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form-4) shall be uploaded along with the Proposal.

- 1.12.3. The documents mentioned below shall be sent separately to the Authority in original through Speed Post/Registered Post or delivered by hand to the person specified in **‘Invitation to Proposal’ (page no.3 of this RFP)**.
- a) Notarized Power of Attorney as required under Clause 1.4.4 prior to the award of contract and,
 - b) Insurance Surety Bond/Demand Draft/Account Payee/ Fixed deposit/ Receipt/ Banker’s Cheque /Bank Guarantee (including e-Bank Guarantee) towards Bid Security or Bid Security Declaration, as required under Clause 1.16. Scanned copy of the same shall be uploaded on the GeM portal. Hard copy of the same will have to be submitted directly to the Authority not later than 5 (five) working days after the bid opening (Opening of Technical Proposal date & time).

Kindly note that, the proposal shall be rejected if a hard copy of the Bid security or Bid Security Declaration is not submitted not later than 5 (five) working days after the bid opening. However, the hard copy of Power of Attorney shall be submitted prior to the award of contract.

The envelope should be sealed and shall clearly subscript the following:

RFP for “Evaluation Study of Rebate of State and Central Taxes and Levies (RoSCTL) and Remission of Duties and Taxes on Exported Products (RoDTEP) Schemes”

- 1.12.4. Applicants should note the Proposal Due Date, as specified in TIS, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents uploaded on the GeM portal by the closing time of Proposal Due Date as specified in the TIS. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

1.12.5. The Authority is neither a party nor a principal in the relationship between the Applicant and the organization hosting the e-procurement portal (hereinafter called the GeM Portal). Applicants must comply with the rules, regulations, procedures, and implied conditions/agreements of the GeM portal, including registration, compatible Digital Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them. The Consultant is advised to go through the terms and conditions of the GeM Portal carefully before applying.

1.13. Technical Proposal

1.13.1. Applicants should submit the technical proposal online on GeM Portal in the prescribed formats available at Appendix-I (the “**Technical Proposal**”).

1.13.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a. The Bid Security or Bid Security Declaration is provided;
- b. All scanned copies of the forms are submitted in the prescribed formats and signed by the authorized signatories;
- c. Power of Attorney, if applicable, is executed as per Applicable Laws;
- d. CVs of all Key Personnel and other professional personnel are duly signed;
- e. Key Personnel and other professional meet the Minimum Conditions of Eligibility laid down at Annexure-A of the RFP;
- f. Only one CV for each Key Personnel position has been furnished and no alternates are given.
- g. The latest CVs are signed and dated in blue ink or digitally signed by the respective Personnel, and digitally countersigned by the authorized signatory. Only a copy of the CV signed by respective Key Personnel, duly digitally countersigned by the authorized signatory, shall be accepted. If 50% of the submitted CVs, are not signed by the key personnel, the evaluation of the technical bid shall be carried without considering these unsigned CVs and, if this Consultant is finally selected, the signed CVs shall be submitted by the Selected Consultant before signing of the LoA. The replacement of such key personnel would not be allowed during the evaluation of bids. If 75% of the submitted CVs are not signed by the respective proposed key personnel, the proposal shall be treated as non-responsive and rejected at the technical evaluation stage.
- h. The CVs contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i. Professional Personnel proposed should have good working knowledge of English language;
- j. All Key Personnel will be available for the period indicated in the TOR;
- k. The proposal is responsive in terms of Clause 2.1.3.

1.13.3. Failure to comply with the requirements spelt out in this Clause 1.13 shall make the Proposal liable to be rejected.

1.13.4. If it is found by the Authority at any stage that an applicant or individual Key Personnel has

made a false averment regarding his qualification, experience or any other particulars, or his commitment regarding availability for the Project is not fulfilled, the Applicant, Individual Person or both shall be liable under breach of Code of Integrity for Public Procurement and shall be debarred for any future assignment of the Authority for a period not exceeding 2 (two) years as per GFR Rule 151. The award of this Consultancy to the Applicant may also be liable to **be cancelled** in such an event. The Authority also reserves the right to forfeit bid security and/or debar the Applicant, without prejudice to any other right or remedy that may be available to the Authority in such an event.

- 1.13.5. The Technical Proposal should not include the Financial proposal or any information relating to the Financial Proposal. In the event of the financial proposal being included in the technical proposal the bid shall be treated as non-responsive and rejected at technical evaluation stage.
- 1.13.6. The proposed team should be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Annexure-A of RFP shall be included in the proposed team of Professional Personnel. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-6 of Appendix-I.
- 1.13.7. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

1.14. Financial Proposal

- 1.14.1. Applicants should submit online the financial proposal in the Prescribed Formats available at Appendix-II (the “**Financial Proposal**”), clearly indicating the total cost of the Consultancy (Form-2 of Appendix-II) in both figures and words, in Indian Rupees (INR or ₹), and signed by the Applicant’s authorized signatories as mentioned in Clause 1.12.2. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. In the event of a difference between the figures shown in the Financial Proposal Form-2 and the GeM Portal, the amount encrypted & submitted through GeM portal shall prevail.
- 1.14.2. While submitting the Financial Proposal, the Applicant should ensure the following:
 - (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal should be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal should be exclusive of any tax liabilities.
 - (iii) The consultant is liable to pay all the taxes as applicable for this consultancy. Also,

all payments by the Authority shall be subject to deduction of taxes at source as per Applicable Laws.

- (iv) Costs (including breakdown of costs) shall be expressed in INR exclusive of tax liabilities.

1.15. Submission of Proposal/e-Bid

- 1.15.1 The Applicants should submit the Proposal in the prescribed formats provided in the respective links as per TIS of this RFP on GeM Portal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be digitally signed by the Applicant's authorized signatories as mentioned in Clause 1.12.2. In case the proposal is submitted on the document downloaded from the Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content/format of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 1.15.2 The proposal should be submitted online on the GeM Portal only; manual/offline bids shall not be accepted under any circumstances. Also, the applicant will have to send the original hard copy of Bid Security or Bid Security Declaration and Notarized Power of Attorney separately as specified in Clause 1.12.3.
- 1.15.3 The Technical and Financial bids must be submitted separately on GeM Portal in their respective folders/options, one clearly marked "**Technical Proposal**" and the other clearly marked "**Financial Proposal**". If a financial proposal is included in the *folder/option* of technical proposal, the bid will be summarily rejected. The folder marked —Technical Proposal shall contain:
 - (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 11 of Appendix-I and supporting documents; and
 - (ii) Scanned copy of Bid security Declaration or Bid Security Declaration as specified in Clause 1.12.3(b).The folder marked —Financial Proposal shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).
- 1.15.4. The complete Proposal must be submitted online on or before 17:00 hours on the Proposal Due Date as specified in TIS. Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.
- 1.15.5. The Proposal should be made in the Forms specified in this RFP at Appendix-I and Appendix-II. All such forms are also available on DMEO <https://dmeo.gov.in> . Any attachment to such Forms must be provided on separate pages and only information that is directly relevant should be uploaded. This may include scanned copies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, etc. will be considered.
- 1.15.6 The rates quoted in the financial proposal should be firm throughout the period of performance of the assignment up to and including acceptance of the final report by the Authority and discharge of all obligations of the Consultant under the Agreement.

1.16 Bid Security

- 1.16.1 The Applicant should furnish as part of its Proposal, a bid security of **₹ 5 Lakhs only** in the form of Insurance Surety Bonds/Demand Draft/ Account Payee/ Fixed Deposit/ Receipt/ Banker's Cheque /Bank Guarantee (including e-Bank Guarantee) issued by one of the Nationalized/ Scheduled Banks in India in favor of PAO, NITI Aayog payable at New Delhi, except Micro and Small Enterprises (MSEs) who are registered on the Udyam Portal of Ministry of Micro, Small and Medium Enterprises (MSME) (subject to compulsory submission of Udyam Certification) ([Udyam Portal](#)).
- 1.16.2 Bid security is returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment as required in Clause 3.5, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case later than 120 (one hundred and twenty) days from PDD. After the award of the contract, the Selected Applicant's Bid Security shall be returned within 30 (thirty) days on receipt of the performance security in accordance with the provisions thereof. Bid securities of the unsuccessful bidders during the first stage i.e. technical evaluation, would be returned within 30 days of declaration of results of the technical evaluation. In case of government owned universities/academic institutions, the Applicant shall furnish, as part of its Proposal, a Bid Security Declaration (instead of bid security) as per format specified in Appendix-I Form-11. Universities/academic institutions (hereunder referred to as universities/institutions)/ should be recognized by University Grant Commission or any State or the Central Government.
- 1.16.3 Any Bid not accompanied by the Bid Security or Bid Security Declaration, as the case may be, shall be rejected by the Authority as non-responsive.
- 1.16.4 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.16.5 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other rights or remedy hereunder or in law or otherwise, the Authority reserves the right to forfeit the bid security or take action as per the Bid Security Declaration for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
 - a. If an Applicant submits a non-responsive Proposal;
 - b. If an Applicant engages in any of the Prohibited Practices specified in Section 5 of this RFP;
 - c. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the **Authority** from time to time;
 - d. In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 3.1;
 - e. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 3.5 and 3.6 respectively;
 - f. If the Applicant is found to have a Conflict of Interest as specified in Clause 1.5.

1.17 Performance Security

- 1.17.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority under circumstances specified in this Clause 1.17.4.

- 1.17.2 An amount equal to 3% (three per cent) of the Agreement Value shall be deemed to be the Performance Security. Performance Security may be furnished in the form of Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee), Account Payee Demand Draft, Fixed Deposit receipt issued by one of the Nationalized/Scheduled Banks in India.
- 1.17.3 Bid security shall be refunded to the successful bidder on receipt of Performance Security.
- 1.17.4 The Performance Security may be forfeited and appropriated by the Authority if the work submitted by the Consultant is felt to be substandard by the Authority and non-compliance with the scope of the study.

2. Evaluation Process

2.1. Evaluation of Proposals

- 2.1.1. The Authority shall open the Proposals at 10:30 hours on the next working day after the Proposal Due Date via online bid opening. The folder of Technical Proposal shall be opened first. The folder of Financial Proposal shall be kept locked for opening at a later date.
- 2.1.2. Proposals withdrawn prior to Proposal Due Date shall not be considered for evaluation.
- 2.1.3. Test of Responsiveness: Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive if:
 - a. The Technical Proposal is received in the forms specified at Appendix-I; (All forms to be scanned and uploaded in pdf form on GeM Portal duly signed by the authorized signatory, statutory auditor and/or key personnel, as applicable);
 - b. It is received by the Proposal Due Date including any extension thereof pursuant to Clause 1.11;
 - c. It is accompanied by the Bid Security or Bid Security Declaration Form as specified in Clause 1.16 or Appendix-I Form-11;
 - d. It is digitally signed, numbered and submitted as stipulated in Clauses 1.15;
 - e. It is accompanied by the Power of Attorney as specified in Clause 1.12.3 and Appendix-I Form 4;
 - f. It contains all the information (complete in all respects) as requested in the prescribed formats as per TIS of the RFP;
 - g. It does not contain any condition or qualification;
 - h. It does not contain the financial proposal or any information regarding the financial proposal and
 - i. It is not non-responsive in terms hereof.
- 2.1.4. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.1.5. The Authority shall subsequently examine and evaluate Proposals in accordance with the criteria set out in Section 4 of this RFP (Criteria for Evaluation).
- 2.1.6. After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 4.4 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening

of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 4.4 and 4.5.

2.2. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.3. Clarification

- 2.3.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.3.2 If an Applicant does not provide clarifications sought under Clause 2.3.1 above within the specified time, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding. The Applicant shall be barred from subsequently questioning such interpretation of the Authority.

3. Appointment of Consultant

3.1. Negotiations

- 3.1.1 The Selected Applicant may be invited for negotiations, if necessary. The negotiations shall generally be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. There shall be no change in the scope of the work/services during negotiation. **Up to two Key Personnel** who is/are not eligible as required in Annexure-A of RFP be replaced by the Applicant with better candidate (s) as per Clause 3.1.2. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to forfeit the bid security or initiate debarment of the firm as per Bid security declaration of the Applicant in accordance with the provisions of Clause 1.16. Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the applicant, including but not limited to resignation, death or medical incapacity. In such a case, the Selected Applicant shall offer a substitute Key Personnel within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better

qualifications and experience than the original candidate.

- 3.1.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 3.1.3 Before issuing a Letter of Award (LoA) to the successful Applicant, the Authority may, at its discretion, ask the selected Applicant to submit self-attested copies of **relevant certificates for minimum educational qualifications and proof of relevant experiences, given in the CVs in the proposal, of the Key Personnel for verification**. If so decided, the photocopies of such self-certified documents shall be verified and signed by the authorized signatories and kept in the records as part of the contract agreement. If the consultant fails to provide such originals or in case of substantive discrepancies in such documents, the proposal will be considered as non-responsive and rejected thereon. In such cases, the Authority may forfeit the Bid Security or/and initiate suitable action as per the provision of Bid Security Declaration.
- 3.1.4 The negotiations shall be concluded with a review of the finalized draft Contract, which shall be initiated by the Authority and the Applicant's authorized representative. If the negotiations fail, the Authority shall inform the Applicant in writing of all pending issues and disagreements and provide a final opportunity for the Applicant to respond. If disagreement persists, the Authority shall declare the proposal non-responsive, informing the Applicant of the reasons for doing so. The Authority shall invite the next-ranked responsive Applicant to negotiate a Contract. Once the Authority commences negotiations with the next-ranked Applicant, the Authority shall not reopen the earlier negotiations. In case, the second ranked applicant is invited for negotiation, the lower cost, as per financial proposals, between the highest ranked applicant and the second highest ranked applicant shall be offered to the second highest ranked applicant for the award of contract.

3.2. Substitution of Key Personnel (During the Subsistence of the Agreement)

- 3.2.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the consultant, including but not limited to resignation, death or medical incapacity. The substitution shall be subject to the provision of equivalent or better qualified and experienced personnel being provided to the satisfaction of the Authority. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to **10% (ten per cent)** of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant from the date of replacement till the completion of contract. In the case of a second substitution here under, such deduction shall be **20% (twenty per cent)** of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant from the date of replacement till the completion of contract. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- 3.2.2 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

- 3.2.3 In case the Authority is not satisfied with the performance of any Key Personnel, the Authority may initiate a request for substitution of such Key Personnel.

3.3. Indemnity

The Consultant shall subject to the provisions of the Agreement, is liable to indemnify the Authority for an amount of the contract value, for any loss or damage that is caused due to any deficiency in services.

3.4. Award of Consultancy/draft contract and cancellation

Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received within 7 days of receipt of the LOA, the Authority, unless it consents to extension of time for submission thereof, reserves the right to cancel the LOA and the application and forfeit the bid security.

3.5. Commencement of assignment

The agreement shall be signed between the authority and the selected applicant within 7 days of receipt of signed LOA. The date of agreement will be the date of commencement. If the Consultant fails to sign the Agreement, the Bid Security of the Consultant shall be forfeited or action shall be initiated by the Authority as per the Bid Security Declaration in accordance with the provisions of Clause 1.16.5. The Selected Applicant shall not be entitled to seek any deviation⁴ in the Agreement.

3.6. Proprietary Data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. The Consultant shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc., relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. The ownership of all such data shall remain with the Authority. All raw data compiled during the consultancy assignment shall be transferred to the authority. No data collected in context of the study may be destroyed or otherwise disposed of or given to any other organization/individual, unless so approved by the Authority.

4. Criteria for Evaluation

4.1. Evaluation of Technical Proposals

- 4.1.1. In the first stage, the Technical Proposal will be evaluated based on the eligibility criteria for the Applicant as laid down in Clause 1.4.2, their experience, understanding of the TOR,

⁴ “Deviation” refers to any departure from the term and conditions specified in the RFP document.

proposed methodology and Work Plan, and the qualifications and experience of the Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score.

- 4.1.2. Technical score (S_T) is calculated by considering the highest Technical Proposal (T_{Max}) and will be given a technical score (S_T) of 100 points. The technical scores of other proposals will be computed as follows:

$$S_T = 100 \times T / T_{Max}$$

(T = absolute score of Technical Proposal)

- 4.1.3. The scoring criteria to be used for evaluation shall be as follows.

S. No.	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	30	Maximum 10 eligible assignments⁵ can be submitted by the applicant.* (a) Sample size of eligible assignments of the applicant (10 marks). The marks will be allocated based on the following: Each eligible assignment with survey sample size ⁶of: 500 to 750 respondents: 0.8 mark >750 to 1000 respondents: 0.9 mark >1000 respondents: 1 mark⁵ (b) Average annual total revenue/turnover of the applicant (10 marks) ₹2.5 crore to ₹ 5 crores: 8 marks > ₹5 crore to ₹ 7crores: 9 marks > ₹ 7 crores: 10 marks (c) Value of eligible ssignments (10 marks). The marks will be allocated based on the following: Each eligible assignment with value: ₹10 Lakhs to ₹25 Lakhs: 0.8 mark >₹25 Lakhs to ₹50 lakhs: 0.9 mark >₹50 Lakhs: 1 mark
2.	Proposed Methodology and Work Plan	40	Evaluation will be based on the quality of submissions, as per Appendix-I Form-7, and the presentation made by the Applicant.⁷ Proposed Methodology and work Plan Understanding of ToR, Methodology and Work Plan, Quality of PPT, Response to Queries = 40 marks
3.	Experience of Proposed Key	30	Marks shall be awarded for the relevant experience based on the years of relevant experience

⁵ With respect to the Scoring Criteria mentioned in Clause 3.1.4 (1 (a) and 1 (c)), it is clarified that while considering the 10 eligible assignments the relevant experience of all the members of the consortium including the Lead Member would be considered for scoring. However, the Lead Member must fulfill a minimum of 40 percent of the total number of eligible assignments submitted by the Consortium (details to be filled at Appendix I Form 8 of the RFP), and the remaining can come from one or more of the other consortium members. To avoid ambiguity, the Scoring Criteria mentioned in Clause 3.1.4 (1 (b)), in case of a consortium, will consider the annual revenue of the Lead Member only (details to be filled at Appendix I Form 5 of the RFP) for scoring.

⁶ Consultation includes interviews, focus group discussions, primary surveys etc., Sample size includes both qualitative and quantitative data collection

⁷ The presentation shall be made by all the proposed team members (key personnel) only for their respective part of the proposal (in person or virtually). The Team Leader must present the majority of the proposal (approximately 50%) of the proposal. In case of absence of Team leader and M&E Specialist (Project Manager) during presentation, the proposal may be rejected by the Authority.

	Personnel of the Applicant		1. Team Leader (Maximum Marks 8) 8 to 10 years: 6 marks >10 to 15 years: 7 marks - More than 15 years: 8 marks 2. M&E Specialist (Maximum Marks 6) 5 years to 7 years: 4 marks >7 years to 10 years: 5 marks - More than 10 years: 6 marks 3. Trade policy Expert (Maximum Marks 5) 5 years to 7 years: 3 marks >7 years to 10 years: 4 marks - More than 10 years: 5 marks 4. Trade Taxation Expert (Maximum Marks 5) 5 years to 7 years: 3 marks >7 years to 10 years: 4 marks - More than 10 years: 5 marks 5. Junior Researcher (Maximum Marks 3) 3 years to 5 years: 2 marks - More than 5 years: 3 marks 6. Data Analyst (Maximum Marks 3) 3 years to 5 years: 2 marks - More than 5 years: 3 marks
Total	100		

4.2 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- a. In case the applicant submits more than ten assignments, only first ten assignments will be considered for evaluation.
- b. Assessment, research, evaluation, or impact assessment studies in the areas of international trade, exports, export promotion/remission schemes, trade taxation, customs, trade facilitation, industrial policy, MSME development, or related sectors, undertaken for the Union Government, State Governments, regulatory commissions, tribunals, bilateral agencies, multilateral agencies, statutory authorities, or public sector entities in India, involving a minimum primary survey sample size of **500 respondents**.
- c. Provided that the Eligible Assignments have been completed in the 8 (eight) financial years preceding the PDD.
- d. Provided that the value of each eligible assignment submitted by the Applicant is at least Rs. **10 Lakhs**.
- e. For the Eligible Assignments, the Applicant shall provide requisite supporting documents such as copies of contracts, agreements etc. The value for the assignment should be clearly mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment.

4.3 Shortlisting of Applicants

The technically qualified applicants shall be short-listed for financial evaluation in the second stage.

4.4 Evaluation of Financial Proposals

- 4.4.1 In the second stage, the financial evaluation will be carried out as per this Clause. The financial score (S_F) for the applicant will be arrived at based on the formula given in Clause 4.4.3.
- 4.4.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- 4.4.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_{Min}) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_{Min}/F$$

(F = amount of Financial Proposal)

4.5 Combined and Final Evaluation

- 4.5.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

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

Where, S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.

- 4.5.2 The “Selected Applicant” shall be the first ranked Applicant (having the highest combined score). The Authority reserves the right to take action as per the Bid Security Declaration in accordance with the provisions of Clause 1.16.5, in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clause 3 as the case may be.

5. Fraud and Corrupt Practices

- 5.1 The Applicants 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 Authority shall reject a proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice in the Selection Process or after the issue of the LOA or the execution of the Agreement. In such an event, the Authority shall, without prejudice to its any other rights or remedies, take action as per the Bid Security or Bid Security Declaration, or forfeit and appropriate the Bid Security or Performance Security, as the case may be. Further, such an Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date of such an order.

- 5.2 For the purposes of this Section, the following terms shall have the meaning hereinafter

respectively assigned to them:

- (a) **“Corrupt practice”** means making an offer, solicitation or acceptance of a bribe, reward, gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process.
- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement.
- (c) **“Coercive practice”** means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement.
- (d) **“Anti-competitive practice”** means any collusion, Proposal-rigging or anti- competitive arrangement, or any other practice including cartels coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels.
- (e) **“Conflict of interest”** means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Applicant from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain or in any other manner specified in clause 1.5 and further detailed in Schedule 3 - Guidance Note on Conflict of Interest.
- (f) **“Obstructive practice”** means materially impeding Authority’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Authority’s rights of an audit or access to information.

Annexure A

Details of minimum Education qualification & Experience required from the Consultancy Team

S. No.	Key Personnel ⁸	Minimum Educational Qualification ⁹	Length of Professional Experience	Minimum Length of Relevant Experience	Responsibility
1.	Team Leader	Master's Degree (or equivalent)	15 years	At least 8 years in last 15 years immediately preceding the date of submission of application in handling evaluation/research projects, preferably covering international trade, taxation, exports and other relevant areas.	S/he will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Evaluation Study, and act as a focal point to the Authority throughout the duration of the Consultancy. S/He will be responsible for: • Overall execution of the consultancy assignment • Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders • Ensure all deliverables and milestones are satisfactorily delivered • Ensure high quality of data, analysis and report writing • Drive discussions with senior officials in the Government at Centre and state levels, sector experts, key stakeholders, etc. to refine the investigative instruments and gain insights about scheme/s • Monitor, track and report on progress and performance, including budget • Define project tasks, milestone, assign roles and responsibilities to the team members • To brief Authority weekly on the progress and challenges apart from specific deliverables mentioned in the ToR • Ensuring content accuracy, creativity, consistency and innovation in the report

⁸ The upper age limit of the proposed key personnel shall not exceed the age of 60 years.

⁹ For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Annexure-A.

					• Lead pilot of the survey instruments, training of the investigators, timely inception of survey, field movement plan, data collection, updating the status of field survey, data analysis, and report-writing • Provide overall strategic inputs, guidance and research direction to the project • Provide guidance on all the research activities including research tools, analysis plan and training • Supervise appropriate development of a detailed evaluation matrix mapping all the objectives and key performance indicators (KPI) with the types of data to be used (secondary and primary), its analysis plan evaluation methods, and relevant literature • Perform other relevant duties as assigned by the Authority.
2.	Monitoring and Evaluation (M&E) Specialist	Master's Degree (or equivalent)	10 years	At least 5 years of experience in handling evaluation or surveys and research/sample design for projects in last 10 years.	S/he will overall manage and coordinate the study and work along with the Team Leader in leading, co-ordinating and supervising the multidisciplinary team for the evaluation Study. S/He will be responsible for: • Leading day-to-day management of the team • Lead the research activities and development of research tools, analysis plan, and training of the survey team • Designing the overall study approach to synthesize the analysis • Organizing and overseeing the use of qualitative and quantitative evaluation techniques • Developing the evaluation matrix to address all the evaluation objectives, including detailed mapping of each evaluation objective with the analysis plan, and designing and aligning the relevant data collection tools and questionnaires. • Developing indicators and identifying KPIs to support analysis of macro-economic concepts like Fiscal balance, Employment generation etc.

					• Compare and apply robust sampling and evaluation designs to align with research objectives, including Difference-in-Differences (DiD), pre-post analysis, and other relevant research methodologies. • Project management as per agreed activities, timelines and deliverables • Defining the detailed work plan, and managing the team of consultants against the work plan • Coordinating with the team and other stakeholders • Managing field surveyors/managers • Sending periodic updates, highlighting challenges and potential solutions in project execution • Managing the data flow from study states and follow-up from field managers • Conduct econometric analysis of data • Developing additional questions for further modelling/ analysis with approval of the Authority • Overseeing the data quality from primary data collection by Survey Firms in close coordination with other team members • Scrutinising key principles affecting most significant change • Quality, content and presentation of the reports. • Supervising multivariate analysis and econometric modelling on the primary and secondary data collected using Stata/SPSS/R, etc.
3.	Trade policy Expert	Master's Degree (or equivalent) in Economics, Commerce, Foreign Trade, International Business Administration	10 years	At least 5 years of experience working in projects related to international trade, export promotion, and trade facilitation, with expertise in international trade and export management, WTO/FTA frameworks, export regulations,	S/he will be responsible for: • Undertaking desk review of relevant policy documents, Foreign Trade Policy (FTP), notifications, committee reports, and literature related to RoDTEP, RoSCTL, and other export promotion/remission schemes. • Providing subject matter expertise on international trade, export policy, and export competitiveness. • Tracking policy, regulatory, and institutional developments related to the Foreign Trade Policy (FTP), customs, and export promotion schemes.

				customs procedures, export market analysis and related projects.	- Supporting the fine-tuning of research tools, investigator training, and survey instruments from an international trade perspective. - Assessing the implementation, utilisation, effectiveness, and operational processes of the RoDTEP and RoSCTL schemes. - Examining export performance, export trends, cost-benefit analysis, scheme utilisation, beneficiary coverage, and factors influencing export competitiveness. - Examining the institutional framework, implementation mechanisms, and mapping key stakeholders associated with the schemes. - Developing sector-specific indicators, assessment metrics, and analytical frameworks for evaluating scheme/s performance and outcomes. - Examining the adequacy, utilisation, and effectiveness of public expenditure under the schemes. - Assessing the alignment of scheme design, implementation, and expenditure with the objectives of enhancing export competitiveness and neutralising embedded taxes and levies
4.	Trade Taxation Expert	Master's Degree (or equivalent) in Economics, Commerce, Finance, Public Finance, Taxation, or a related discipline. Professional qualifications such as Chartered Accountant	10 years	At least 5 years of experience in indirect taxation, customs, trade taxation, export promotion/remission schemes, or fiscal policy analysis, preferably with Government, multilateral, or international development organizations.	S/he will be responsible for: - Undertaking desk review of relevant tax laws, policy documents, notifications, committee reports, and literature related to RoDTEP, RoSCTL, and other export promotion/remission schemes. - Providing subject matter expertise on indirect taxation, customs, GST, and export remission frameworks. - Tracking policy, regulatory, and institutional developments related to indirect taxation, customs, export incentives, and trade taxation. - Supporting the fine-tuning of research tools, investigator training, and survey instruments from a trade taxation perspective. - Supporting consultations with CBIC, DGFT, Department of Commerce, exporters, Export Promotion Councils (EPCs), and other relevant stakeholders on taxation and customs-related issues.

		(CA) are desirable.			- Assessing the implementation, utilisation, effectiveness, and operational aspects of tax and duty remission mechanisms under the schemes. - Examining tax remission rates, customs procedures, GST provisions, embedded taxes and levies, scheme utilisation, and factors affecting operational efficiency. - Examining the institutional framework, implementation mechanisms, and mapping key stakeholders associated with the schemes from a taxation and customs perspective. - Developing taxation-related indicators, assessment metrics, and analytical frameworks for evaluating the effectiveness of tax and duty remission under the schemes. - Assessing the adequacy, utilisation, and effectiveness of tax and duty remission in achieving the objectives of neutralising embedded taxes and enhancing export competitiveness. - Identifying implementation challenges, policy gaps, and opportunities for strengthening the tax remission framework and contributing to evidence-based policy recommendations.
5.	Junior Researcher	Master's Degree (or equivalent) in Economics, Public Policy, Statistics, Social Sciences, Management, or a related discipline	5 years	At least 3 years of experience in research, programme evaluation, or policy analysis in projects related to trade, export promotion, industrial development, MSMEs, manufacturing, or economic development.	S/he will be responsible for: - Undertaking desk review and conducting meta-review of relevant policy documents, notifications, reports, and literature related to RoDTEP, RoSCTL, and other export promotion/remission schemes from reliable source for the study. - Assisting team members in research and analysis. - Assisting in the collection, compilation, validation, and analysis of secondary administrative, customs, trade, and survey data. - Supporting the preparation and refinement of research tools, questionnaires, discussion guides, and data collection instruments. - Analysis and visualization of data. - Accompanying the field team for data collection in selected sites.

					• Drawing detailed government expenditure data from various government financial management information systems. • Producing reports based on detailed analysis of all the secondary data sets. • Supporting documentation of international benchmarking, best practices, and policy review relevant to export promotion and remission schemes. • Coordinating with the project team to ensure timely compilation of study outputs, datasets, and supporting documentation. Assisting in data cleaning, storage, analysis and management. • Conducting data analysis and assisting the senior team in report writing.
6.	Data Analyst	Master's Degree (or equivalent) in /Economics/Statistics/ related Subject.	5 years	At least 3 years of experience in data analysis, with proficiency in quantitative data analysis and interpretation and expertise in qualitative data analysis using software such as Atlas.ti, NVivo, or equivalent tools.	S/He will be responsible for: • Assisting in designing research/data collection tools • Providing basic methodological rigour in developing methodology and data analysis plan. • Developing CAPI tool- configuring the questionnaire developed by M&E Specialist on CAPI • Monitoring and reviewing the CAPI tools prepared for data collection. • Making contingency plans to overcome issues related to technical problems of CAPI. • Assisting in cleaning primary data, storage, analysis and management. • Undertake thematic analysis, coding etc. to analyse patterns and interpret finding. • Analysis of data using Atlas.ti, NVIVO etc. • Visualization and appropriate representation of data. • Assisting other team members in research and analysis. • Conducting detailed and advance analysis and triangulation to support effective report writing.

Schedule-I

TERMS OF REFERENCE

FOR

Evaluation Study of Rebate of State and Central Taxes and Levies (RoSCTL) Scheme and Remission of Duties and Taxes on Exported Products (RoDTEP) Scheme

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1. Background

The Government of India has introduced various export promotion and remission schemes under the Foreign Trade Policy (FTP) framework with the objective of enhancing the competitiveness of Indian exports and ensuring that exported goods are not burdened with embedded taxes and levies. These schemes were developed to address infrastructural inefficiencies, reduce cost disadvantages faced by exporters, and provide a level playing field in international markets, consistent with the principle of zero-rating of exports.

With respect to the textile sector, the Rebate of State Levies (RoSL) scheme was introduced to reimburse certain State levies embedded in exported apparel and made-ups. However, the scheme had a limited scope as it primarily covered specified State levies and did not fully neutralize the incidence of Central taxes and other embedded duties incurred across the export value chain. To provide a more comprehensive remission framework for the textile sector, the Government subsequently introduced the Rebate of State and Central Taxes and Levies (RoSCTL) scheme in 2019 by expanding the scope of RoSL to include both State and Central taxes and levies not refunded under any other mechanism. The scheme is administered by the Ministry of Textiles and is focused specifically on the apparel and made-ups sector.

In parallel, the Merchandise Exports from India Scheme (MEIS) was implemented under the FTP 2015–20 as a cross-sectoral export incentive scheme aimed at promoting merchandise exports. However, the scheme was challenged along with certain other export promotion schemes of the Government of India before the World Trade Organization (WTO), alleging that these schemes constituted prohibited export subsidies inconsistent with WTO provisions. The WTO Dispute Settlement Panel, in its report issued on 30 September 2019, ruled that schemes such as MEIS were not compliant with WTO norms. Although India filed an appeal against the ruling, the Government, on a proactive basis, decided to transition towards a WTO-compatible remission framework based on the principle that “goods are exported, taxes are not”.

Accordingly, the Remission of Duties and Taxes on Exported Products (RoDTEP) scheme was introduced in 2021 as a WTO-compliant remission-based mechanism. The scheme was designed to refund embedded Central, State and local duties/taxes that are not refunded under any other existing mechanism, thereby ensuring zero-rating of exports and improving the competitiveness of Indian products in global markets. Unlike RoSCTL, which is sector-specific, RoDTEP is a cross-sectoral scheme administered by the Department of Commerce covering a wide range of export sectors.

Both RoSCTL and RoDTEP are currently operational as remission-based schemes aimed at neutralizing un-refunded taxes and duties on exported products. While the policy formulation and sectoral oversight differ across the two schemes, their implementation is anchored in the customs administration framework under the Department of Revenue, Ministry of Finance. Both schemes are operationalized through the customs electronic platform; Indian Customs Electronic Data Interchange Gateway (ICEGATE), including issuance and management of electronic duty credit scrips, thereby ensuring an integrated, automated and IT-enabled mechanism for disbursement of export remission benefits.

2. Departmental Framework and Linkages

2.1 Department of Commerce (DoC), Ministry of Commerce and Industry

The Department of Commerce is the nodal department responsible for formulation and implementation of India’s Foreign Trade Policy (FTP) and for promoting the country’s external trade. In addition to trade

facilitation and export promotion, the Department plays a key role in designing policy frameworks aimed at improving the competitiveness of Indian exports in global markets.

In the context of export remission schemes, the Department of Commerce is the administrative ministry for the Remission of Duties and Taxes on Exported Products (RoDTEP) scheme. Following the transition from incentive-based export support mechanisms to WTO-compatible remission frameworks, the Department has been responsible for overall policy oversight of RoDTEP, including identification of eligible sectors/products, coordination with stakeholder ministries and alignment of the scheme with India's international trade obligations.

The Directorate General of Foreign Trade (DGFT), functioning under the Department, undertakes policy-related functions such as issuance of notifications, operational guidelines, stakeholder consultations and coordination with Export Promotion Councils (EPCs). The Department also works in coordination with the Department of Revenue for rate notification, scheme calibration and periodic review of the scheme framework.

Through RoDTEP, the Department seeks to ensure neutralization of un-refunded taxes and duties on exported products while supporting export growth across sectors in a manner consistent with WTO principles and the broader objective of zero-rating of exports.

2.2 Ministry of Textiles (MoT)

The Ministry of Textiles is responsible for policy formulation, development and promotion of the textile and apparel sector in India, which is among the country's largest employment-generating and export-oriented sectors. Given the sector's labour-intensive nature and high sensitivity to cost competitiveness in global markets, the Ministry plays an important role in designing targeted export support measures for textile exports.

The Ministry is the nodal authority for the Rebate of State and Central Taxes and Levies (RoSCTL) scheme, which was introduced in 2019 as an expanded remission framework for the apparel and made-ups sector by subsuming the earlier Rebate of State Levies (RoSL) scheme. The scheme was introduced to address the continued incidence of embedded State and Central taxes and levies that were not being adequately refunded through existing mechanisms.

Under RoSCTL, the Ministry is responsible for policy formulation, identification of eligible product categories and coordination with the Department of Revenue for notification and review of rebate rates. The scheme primarily covers exports under Chapters 61, 62 and 63 of the Customs Tariff relating to apparels and made-ups.

The Ministry's role is particularly significant in addressing sector-specific concerns relating to embedded taxation, fragmented supply chains and cost disabilities faced by textile exporters, thereby supporting the competitiveness and sustainability of India's apparel exports.

2.3 Department of Revenue (DoR), Ministry of Finance

The Department of Revenue (DoR), Ministry of Finance, serves as the key implementation authority for both RoDTEP and RoSCTL. While the policy oversight of the two schemes rests with their respective nodal ministries, the operationalization of benefits is carried out through the customs administration framework under Central Board of Indirect Taxes and Customs (CBIC), DoR.

The Department, through the CBIC, administers the end-to-end digital processing of claims via the ICEGATE platform. Its role includes processing export declarations, validating scheme claims, generation of rebate scrolls, crediting benefits to the electronic duty credit ledger, and issuance of transferable e-scrips.

DoR also plays an important role in the technical and financial administration of the schemes through determination and periodic review of remission rates, calibration of benefits within the approved budgetary framework, and monitoring of liabilities and utilization patterns. In coordination with the Department of Commerce and the Ministry of Textiles, the Department supports implementation of the schemes through a unified customs-based IT ecosystem aimed at ensuring transparency, automation and efficient disbursement of export remission benefits.

3. Scheme Profiles

3.1 Rebate of State and Central Taxes and Levies (RoSCTL)

The Rebate of State and Central Taxes and Levies (RoSCTL) Scheme is a remission-based export support scheme introduced by the Government of India in March 2019 for the apparel and made-ups sector. The scheme was introduced by subsuming the earlier Rebate of State Levies (RoSL) Scheme with the objective of providing a more comprehensive mechanism for refund of embedded taxes and levies incurred during the manufacturing and export process of textile products. The Scheme is specifically applicable to exports falling under Chapters 61, 62 and 63 of the Customs Tariff, covering garments, apparel and made-ups, which constitute a major labour-intensive export segment of the Indian economy.

The scheme is administered by the Ministry of Textiles, while the implementation and operationalisation are carried out through the Department of Revenue, Ministry of Finance, using the Customs electronic platform, ICEGATE, under Central Board of Indirect Taxes and Customs (CBIC). The core objective of the scheme is to ensure that exported products are not burdened with embedded State and Central taxes and levies that are not refunded under any other mechanism. The scheme follows the internationally accepted principle that “goods are exported, taxes are not,” thereby ensuring zero-rating of exports and improving the competitiveness of Indian textile exports in global markets.

Under RoSCTL, exporters receive remission of various embedded taxes and levies incurred in the export value chain, including certain State taxes & Levies, mandi taxes, electricity duties, Central taxes & Levies VAT/ Central Exercise Duties on fuel used in transportation, embedded GST compensation cess and other un-refunded duties and levies that are not otherwise reimbursed through existing tax refund mechanisms. The scheme therefore addresses cost disadvantages faced by exporters and supports sustainability of India’s apparel export sector.

The functioning of the scheme is fully IT-enabled and integrated with the Customs electronic system through ICEGATE. When an exporter exports eligible apparel or made-up products, the exporter files the Shipping Bill electronically on the ICEGATE portal and opts to claim RoSCTL benefits at the time of filing. The Customs electronic system then validates the export details, product classification and scheme eligibility. Based on notified rates and value caps, the eligible remission amount is calculated automatically by the system. These rates are determined by a Committee notified by the Department of Revenue in consultation with the Ministry of Textiles after examination of sectoral data, tax incidence, export trends and stakeholder inputs.

Once the claim is processed, the remission benefit is issued electronically in the form of transferable duty credit e-scrips through the ICEGATE system. These electronic scrips can either be utilized for payment of Customs duties or transferred as permitted under Customs provisions. The entire process, including claim processing, generation of rebate scrolls, issuance of scrips and utilisation, is handled through an end-to-end digital Customs framework, ensuring transparency, automation and reduced manual intervention.

The scheme does not involve direct subsidy payout or creation of physical assets. Instead, it functions as a remission mechanism wherein benefits are linked strictly to actual eligible exports undertaken during the relevant period. The expenditure under the scheme is variable and depends on actual exports and notified remission rates. The proposal further clarifies that no carry-forward liabilities are permitted due to existing administrative and IT controls.

The administrative structure of the scheme leverages existing institutional arrangements and IT systems of the Ministry of Textiles, Department of Revenue and CBIC, thereby avoiding creation of separate organizational structures. Policy formulation and sectoral oversight are undertaken by the Ministry of Textiles in coordination with the Department of Revenue and DGFT, while operational implementation is carried out by Customs field formations using the ICEGATE platform.

For strengthening implementation and monitoring, the continuation proposal of the scheme includes introduction of an Annual RoSCTL Return (ARR) system under which exporters would file details regarding inputs used in export production and incidence of embedded taxes and duties. The submitted data would be used for due diligence, monitoring and periodic rationalisation of rates. The scheme also proposes implementation of IT-based Risk Management Systems (RMS), periodic review of expenditure and liabilities, statutory audit by C&AG and third-party evaluation mechanisms to ensure transparency, accountability and evidence-based policy review.

The Ministry of Textiles is currently exploring the expansion of the scheme coverage to include exports made by Advance Authorisation (AA) holders, Export Oriented Units (EOUs), and Special Economic Zones (SEZs). It also includes provisions for capacity building, advocacy, communication strategy and Project Management Unit (PMU) support for improved implementation and assessment of the scheme.

3.2 Remission of Duties and Taxes on Exported Products (RoDTEP)

The Remission of Duties and Taxes on Exported Products (RoDTEP) scheme was introduced in 2021 under the Foreign Trade Policy (FTP) framework as a remission-based mechanism for refund of taxes and duties not refunded under any other existing mechanism. The scheme was introduced to create a WTO-compatible framework for remission of embedded taxes and levies borne on exported products.

As provided under Para 4.54(i) of FTP 2023¹⁰, the objective of the scheme is to refund currently un-refunded duties, taxes and levies at the Central, State and local level borne on the exported product, including prior stage cumulative indirect taxes on goods and services used in the production of the exported product, and such indirect duties/taxes/levies in respect of distribution of exported products. Further, Para 4.54(ii) provides that rebate under the scheme shall not be available in respect of duties and taxes already exempted, remitted or credited.

Under the scheme, rebate is granted to eligible exporters at notified rates against export products categorized under notified 8-digit HS Codes. The rebate is generally provided as a percentage of FOB value along with prescribed value caps per unit, wherever applicable. For certain export products, fixed quantum rates per unit are also notified. The applicable rates and value caps are notified under Appendix 4R & 4RE of the FTP and are reviewed periodically.

¹⁰ https://content.dgft.gov.in/Website/FTP2023_Chapter04+dated+20.04.2026-2.pdf

The determination of ceiling rates under the scheme is undertaken by a Committee constituted under the Department of Revenue/Drawback Division with representation from the Department of Commerce (DoC), Directorate General of Foreign Trade (DGFT), line ministries and experts. The overall budget/outlay for the scheme is finalized by the Ministry of Finance in consultation with the Department of Commerce, and the scheme operates within an approved annual budgetary framework.

The rebate under RoDTEP is issued through an end-to-end digitized mechanism in the form of transferable duty credit/electronic scrips (e-scrips), which are maintained in an electronic ledger by the Central Board of Indirect Taxes and Customs (CBIC). The scheme is operationalized through the ICEGATE platform, i.e., the Indian Customs Electronic Gateway, which serves as the national electronic interface for customs-related services. ICEGATE facilitates electronic filing and processing of shipping bills, transmission and validation of export data, generation of rebate scrolls, issuance and management of e-scrips, and integration with customs Electronic Data Interchange (EDI) systems, thereby enabling automated processing and disbursal of benefits under the scheme.

The rebate allowed under the scheme is subject to realization of export proceeds within the time period prescribed under the Foreign Exchange Management Act (FEMA), 1999. The scheme also provides for monitoring, audit and risk management mechanisms, including maintenance and verification of records through an IT-based Risk Management System administered by CBIC.

The FTP further specifies categories of exports and exporters which are not eligible under the scheme, including specified restricted/prohibited products, deemed exports, exports through non-EDI ports and other notified categories under Para 4.55 of FTP 2023.

In the context of evaluation, it becomes essential to assess the effectiveness, efficiency, and coverage of these schemes in achieving their intended objectives, including the extent to which they contribute to zero-rating of exports, reduce cost disabilities, and enhance India's export competitiveness.

3.3 Budget

Year-wise budgetary allocation and expenditure trends for the Rebate of State and Central Taxes and Levies (RoSCTL) and Remission of Duties and Taxes on Exported Products (RoDTEP) schemes are presented in the tables below.

Table 1: Budget on RODTEP & ROSCTL scheme (₹ in crore)

Financial Year	RODTEP			ROSCTL		
	BE	RE	Actual	BE	RE	Actual
2021-22	13000.00	12454.00	12016.64	6946.00	6946.00	9176.15
2022-23	13699.40	13699.40	13174.67	7640.60	7640.60	7658.72
2023-24*	15069.34	15669.34	15018.81	8404.66	8404.66	8033.39
2024-25	16575.00	17951.00	18313.06	9246.00	9246.00	8565.00
2025-26	18232.50	18232.50	-	10170.00	10010.38	-
2026-27	10000.00	-	-	5000.00	-	-

Source: India Budget (DG No. 37)

**Both RODTEP and ROSCTL Schemes shifted from Establishment Expenditure of the Centre to Central Sector Scheme in FY 23-24*

4. Objectives of the Evaluation Study

The objectives outlined below shall be applicable to both the RoDTEP and RoSCTL schemes (hereinafter referred to as “the schemes”). While the framework is common to both the schemes, not all objectives or assessment parameters may be equally applicable to each scheme. The evaluation shall therefore assess each objective and sub-objective only to the extent relevant, taking into account specific design features, sectoral focus, respondent categories, implementation mechanisms, and intended outcomes of each scheme. Accordingly, scheme-specific dimensions, including textile sector considerations under RoSCTL and broader export sector coverage under RoDTEP, shall be incorporated to ensure contextual relevance and robust evaluation findings.

The evaluation studies shall assess the extent to which the schemes have achieved their intended objectives and contributed to enhancing export competitiveness, with specific focus on the following:

- I. To assess the continued relevance, rationale, and strategic importance of the schemes in providing sustained and predictable support to eligible exporters, while ensuring alignment with evolving trade dynamics and compliance with WTO provisions.
- II. To evaluate the effectiveness of the schemes in achieving intended outcomes, including:
 - A. neutralisation of embedded Central, State and local taxes/levies and ensuring zero-rating of exports;
 - B. enhancement of export performance and competitiveness, including trends in exports of covered products while accounting for external factors affecting export outcomes
 - C. support to Indian exporters in adapting to changing domestic and global trade environments;
 - D. awareness, accessibility, uptake and utilisation among eligible exporters across sectors, regions and categories, and factors influencing participation;
 - E. adequacy of scheme design, including coverage and targeting of embedded taxes and levies;
 - F. adequacy and appropriateness of notified remission rates vis-à-vis actual incidence of embedded taxes/levies, including inter-State variations where applicable;
 - G. timeliness and effectiveness of mechanisms for determination, revision and notification of remission rates; and
 - H. distribution of benefits across exporter categories (including MSMEs, large enterprises, DTA units, EOUs, SEZs, AA holders, status and non-status holders), and alignment of benefit allocation with policy objectives such as export diversification and MSME support.
- III. To examine the efficiency of implementation processes and administrative mechanisms, including:
 - A. end-to-end IT-enabled systems (including ICEGATE), user navigation, downtime and operational glitches;
 - B. integration and interoperability between ICEGATE and DGFT systems & MoT systems;
 - C. ease of doing business with regard to documentation requirements and mandatory declarations;
 - D. e-scrip generation, utilisation, tracking, transfer and surrender mechanisms;
 - E. timelines associated with critical processes, including rate determination, claim processing, delays/rejections and post-facto corrections;
 - F. fund flow arrangements and budgetary support/appropriation mechanisms; mechanisms governing continuation or extension of scheme benefits within budgetary limits; including Economic cost of discontinuity and adequacy of advance notice mechanisms

- G. methodologies for determination, publication and periodic revision of rates, including discontinuation of benefits where applicable;
 - H. administrative efficiency and transaction costs incurred by respondents;
 - I. Annual RODTEP Return (ARR) submission and reconciliation processes; and
 - J. identification of implementation bottlenecks, operational challenges and good practices.
- IV. To evaluate the adequacy, effectiveness and convergence of institutional arrangements, implementation frameworks, monitoring and oversight systems, including:
- A. coordination mechanisms among relevant Ministries, Departments and Committees (including RoDTEP Committee, Drawback Committee, Inter-Ministerial Committee, RoDTEP Policy Committee, Oversight Committee and other relevant bodies);
 - B. transparency, accountability and grievance redressal mechanisms;
 - C. data systems, standard operating procedures and reporting frameworks;
 - D. capacity building initiatives and institutional preparedness; and
 - E. areas requiring strengthening to improve implementation effectiveness and governance.
- V. To assess the broader economic and sectoral impacts of the schemes on investment, employment generation, Impact on production cost, productivity, input-use efficiency, value addition, Export pricing, profitability, Capacity utilisation and growth across covered sectors, including identification of significant changes attributable to the schemes.
- VI. To assess equity and inclusiveness in distribution of scheme benefits across exporter categories, sectors, regions, products and HS codes and other relevant groups, and evaluate the extent to which the schemes ensure broad-based and equitable access.
- VII. To assess the role of the schemes in sustaining export competitiveness amidst external challenges, including global demand fluctuations, cost pressures, evolving global trade rules (including recent and upcoming FTAs), sustainability requirements, supply-chain reorganization, digitalization of trade processes and changing trade dynamics, and evaluate the likely implications for exports, employment and industry in the absence of such support..
- VIII. To examine coherence, complementarity and convergence of both the schemes ie. RODTEP and ROSCTL for relevant sector/s and with other export promotion schemes and policy instruments (including, Duty Drawback, Advance Authorisation, EOU, SEZ and relevant State/UT initiatives), and assess effectiveness in minimising duplication and optimising utilisation of public resources.
- IX. To examine the coherence and consistency of scheme eligibility across different export-oriented manufacturing arrangements (including DTA, SEZ, EOU, MOOWR and other relevant frameworks), and assess the implications of differential eligibility on competitiveness, equity and convergence with the evolving export policy framework
- X. To benchmark comparable international mechanisms adopted by other countries for neutralising embedded taxes and levies, ensuring zero-rating of exports and strengthening export competitiveness, and draw lessons for improving the design and implementation of the schemes.
- XI To critically examine the positive and negative impacts of the schemes on the domestic demand, supply and prices of the categorized goods listed in the HS codes.
- XII. Based on evaluation findings, identify key implementation challenges, good practices and actionable recommendations for strengthening the design, targeting, governance, delivery mechanisms and overall

effectiveness of the schemes.

5. Methodology and Framework

The methodology and framework presented in the following sections shall apply to both the RoDTEP scheme and RoSCTL scheme (hereinafter referred to as “the schemes”). However, the evaluation approach, coverage, sampling strategy, stakeholder consultations, and analytical assessment shall be adapted in accordance with the distinct scope, sectoral focus, respondent categories, and operational features of each scheme to ensure contextual relevance and robust evaluation outcomes.

5.1 Methodology

The evaluation methodology will be a mixed-method approach that would involve both quantitative and qualitative assessment of the data gathered from the field survey and secondary data. The sampling strategy will follow a **stratified purposive sampling approach** to ensure adequate representation across exporter categories, sectors and institutional stakeholders.

5.1.1 Indicative Coverage and Sample Size

5.1.1.1. Coverage Strategy of the schemes

Given the cross-sectoral nature of the RoDTEP scheme, the study will cover major export-oriented sectors with high export share and significant utilisation of the scheme, such as engineering goods, chemicals, pharmaceuticals, agriculture and food products, textiles, leather, plastics, marine products, electronics, and handicrafts. *(In case of RoSCTL, the coverage shall focus on the apparel and made-ups sector, including relevant product categories covered under the scheme.)* The study will ensure representation across:

5.1.1.2. Representation across key categories

The study will ensure representation for the schemes, across Manufacturer exporters; Merchant exporters; Status holders and non-status holder exporters; MSME Exporters (Registered Micro, Small & Medium Enterprises and unregistered MSMEs); and DTA units, EOUs, SEZ units, and AA holder units (wherever applicable under the respective scheme framework and period of coverage) while covering :

- Highest & lowest share in the receipt of scheme benefits in the last three Financial Years (FYs); accrued liability, scroll generation, e-script generation, e-script usages, e-script transfers, e-script lapses, e-script revoking etc.
- Highest & lowest in terms of value of exports under the scheme in the last three FYs.
- Top & bottom sectors/product categories in terms of export participation under the scheme in the last three FYs.
- Top & bottom HS Codes/product lines in terms of export participation under the scheme in the last three FYs.
- Highest failed transactions and anomalies noticed during last three FYs
- Representation of exporters from North East States.

The sampling framework shall ensure adequate representation across all categories indicated in 5.1.1.2 above and prioritize major export clusters and states based on export intensity, sectoral concentration, and geographical representation¹¹, with special emphasis on MSMEs and non-status holder exporters. *(For RoSCTL, the sampling framework shall focus on major textile and apparel export clusters covered under the scheme.)*

The study will also include consultations with Export Promotion Councils (EPCs), trade associations, customs authorities, logistics stakeholders, and sector experts to assess scheme implementation, utilisation, and sector-specific challenges. *(For RoSCTL, the consultations shall primarily cover stakeholders*

¹¹Geographical representation may be further ensured through coverage across all six geographical zones, including appropriate representation of ports and Land Customs Stations (LCSs) suitably

associated with the textile and apparel sector.)

Table 2 :Indicative- List of Stakeholders for the schemes

Instrument	Proposed Stakeholders
Survey¹²	Exporters covered under the schemes including Merchant exporters, Manufacturer exporters, status holders, non-status holders, MSME Exporters (Registered Micro, small & medium Enterprises and unregistered MSMEs(<i>subject to availability of factual data</i>), DTA units, EOU, SEZ units, and AA holders (<i>wherever applicable under the respective scheme framework and period of coverage</i>) for the indicative identified category of units detailed in the 5.1.1.2 above. (<i>For RoSCTL, the coverage shall primarily include exporters from the apparel and made-ups sector covered under the scheme.</i>)
Key Informant Interviews (KIIs)/In Depth Interviews (IDIs)	Officials from Directorate General of Foreign Trade (DGFT), Department of Commerce, Department of Revenue, Central Board of Indirect Taxes and Customs (CBIC), Customs field formations and ICEGATE, Directorate General of Systems and Data Management, Directorate General of Commercial Intelligence and Statistics (DGCIS), Ministry of Textiles, Department of Expenditure, Department of Economic Affairs, Export Promotion Councils (EPCs), Trade and Industry Associations, AA, SEZ, EOU, MSME, logistics and customs intermediaries, Chairman/Members/other if any Officials associated with RoDTEP /RoSCTL Committee, Drawback Committee/ Norms committee, Oversight Committee, Rate Anomaly Review Committee, RoDTEP Policy Committee and other relevant Committees/Working Groups constituted in relation to the schemes, along with sector experts and other relevant stakeholders. (<i>For RoSCTL, KIIs shall specifically include representatives associated with the textile and apparel sector value chain.</i>)
Focus Group Discussions (FGDs)	MSME exporters (all categories), Export Promotion Councils (EPCs), Trade and Industry Associations, logistics and customs intermediaries, sector experts, secretarial staff/officials associated with different committees including RoDTEP Committee, Drawback Committee, Oversight Committee, Rate Anomaly Review Committee and RoDTEP Policy Committee, along with other relevant stakeholders connected with scheme implementation and utilisation. (<i>For RoSCTL, FGDs shall primarily include stakeholders from textile and apparel export clusters and related industry associations.</i>)

5.1.2. Sample Size and Sampling Framework for the schemes:

An appropriate and scientifically sound sampling framework is critical to ensuring that the evaluation findings are representative, reliable and capable of providing robust evidence on scheme performance and outcomes. Accordingly, the evaluation shall adopt a sampling approach designed to capture adequate representation across relevant respondent categories, stakeholder groups, sectors, geographic regions and other pertinent dimensions, as applicable to the respective schemes.

The sampling design and final sample selection shall be determined by the Consultant in consultation with and subject to approval of DMEQ, using appropriate statistical and scientific sampling principles. The sampling framework shall take into account the objectives of the evaluation, diversity of respondents, sectoral representation requirements, geographic spread, data availability and the need to generate meaningful findings supported by adequate statistical validity and evidence-based conclusions.

¹² Sample will cover the beneficiaries, non-beneficiaries, who have not received the benefits/not applied and those whose claims got rejected due to technical or other reasons and also those received only for a specified period (erstwhile beneficiaries). The statistical significance and robustness of the sample should be ensured in sample bifurcation and has to be finalised in consultation with DMEQ.

Given the distinct scope and coverage of the two schemes, the evaluation shall adopt a stratified and purposive sampling framework to ensure adequate representation of relevant exporter stakeholder categories. For RoDTEP, the sample shall capture the diversity of exporter profiles across sectors, enterprise sizes, exporter categories, geographic regions and other relevant classifications. For RoSCTL, the sample shall adequately represent the textile and apparel export ecosystem, including different product segments, enterprise sizes, exporter categories, textile clusters and geographic concentrations of respondents. *(Detailed in section 5.1.1)*

The sampling framework shall include surveys, Key Informant Interviews (KIIs) and Focus Group Discussions (FGDs) with relevant stakeholders. While scheme-specific stakeholders shall be covered separately under the respective evaluations, common stakeholders associated with the administration, implementation, oversight and policy ecosystem of both schemes shall be covered through a common set of KIIs and FGDs. The proposed sampling framework is presented in Table 3 below.

The selected sample should enable reliable assessment of scheme implementation, utilisation patterns, effectiveness, outcomes and perceived impact, while ensuring adequate representation of stakeholders critical to understanding operational processes, implementation challenges and areas for policy improvement.

Table :3 -Proposed Sample Coverage for Evaluation of RoDTEP and RoSCTL Schemes

Sampling Component	RoDTEP	RoSCTL	Common for Both Schemes	Total
Survey	1,500	400	–	1,900
Key Informant Interviews (KIIs)	90	20	60	170
Focus Group Discussions (FGDs)	15	3	4	22

5.2 Reference Period of the Study

The reference period for the study will relate to the period of implementation of the RoDTEP and RoSCTL (herein after referred to as ‘schemes’) from FY 2021–22 to FY 2026–27 (up to the latest available data). The reference period for literature review and secondary research should preferably cover the period from the respective year of launch of the schemes onwards, including policy notifications, EFC documents, scheme guidelines, trade reports, and relevant evaluation studies. Financial, export, employment, investment, remission/rebate disbursement, and other relevant information relating to scheme implementation should be collected from secondary sources from the inception of the respective schemes, and secondary data analysis should be undertaken accordingly.

5.3 Desk Research

A comprehensive benchmarking exercise and literature review of existing studies, policy documents, and research relating to the RoDTEP and RoSCTL schemes shall be undertaken. The secondary research will also examine previous and converging export promotion/remission schemes having similar objectives, including mechanisms relating to duty remission, export competitiveness, and zero-rating of exports.

The secondary research for the schemes will involve review, collation, and analysis of various sources, including but not limited to:

- Union Budgets and Budget Speeches
- Foreign Trade Policy (FTP) documents
- Notifications/ Circulars and scheme guidelines of ministry/ department organisations for the schemes
- EFC notes, Cabinet documents for the schemes
- ICEGATE-related operational documents and implementation guidelines
- Rate notifications, value caps, and committee reports
- Comptroller and Auditor General (CAG) reports, if any
- Parliamentary Standing Committee Reports
- Press Releases issued by Press Information Bureau (PIB)

- Parliament Questions and Answers (Lok Sabha/Rajya Sabha)
- Conduct annual impact analysis of the scheme for a broader level monitoring .
- Denied entity list of the DGFT
- Quarterly analysis report, Annual Reports, implementation reports, administrative records, and official publications
- MIS/administrative data relating to claims, utilisation, disbursal, coverage and to analyze the Geographical Representation of the schemes .
- To analyze the performance of beneficiary sectors with that of comparable non-beneficiary sectors over time for the identified & relevant economic indicators for more robust assessment of schemes' outcomes.
- Existing evaluation studies/reports relating to RoDTEP, RoSCTL, Duty Drawback, RoSL, MEIS, and other converging export promotion schemes
- Literature relating to WTO-compatible export remission frameworks, embedded taxes, and international best practices
- Relevant reports/documents published by Government agencies, industry bodies, Export Promotion Councils, trade associations, and research institutions
- Any other relevant reports/documents/data sources relevant to the evaluation study.

Collation of Best Practices/ Benchmarking should be undertaken in the following manner:

5.3.1 International:

The desk research will involve documentation of global best practices relating to export remission frameworks, zero-rating of exports, WTO-compatible export incentive mechanisms, and trade facilitation systems. The study will review international policy frameworks, remission models, and implementation practices adopted by major exporting economies competing with India in global markets, particularly in sectors covered under the schemes.

The benchmarking exercise will include review of policy documents, trade reports, international literature, and evaluation studies relating to export competitiveness, embedded tax neutralisation, customs automation, and export support mechanisms. The study will seek to identify comparable countries, sectoral practices, and institutional frameworks relevant to India's export ecosystem, with a focus on improving competitiveness, operational efficiency, and policy predictability. International benchmarking will also help identify good practices and potential pathways for strengthening India's export remission architecture.

5.3.2 Domestic:

The study will review the performance and outcomes of the schemes across sectors, regions, exporter categories, and institutional mechanisms within India. The analysis will examine variations in scheme utilisation, export performance, remission/rebate adequacy, implementation efficiency, and experience across different exporter groups including MSMEs, non-status holders, AA*,EOUs*, SEZ* units, and large exporters including but not limited to the indicative identified categories mentioned in para 5.1.1.2 above.

** Wherever applicable under the respective scheme framework and period of coverage*

The review exercise will also include comparison with converging export promotion mechanisms/schemes and assess differences in implementation processes, awareness, digital systems, and institutional coordination across states, sectors, and export clusters. This analysis will be undertaken using both primary and secondary data generated during the course of the study.

5.4 The report should be written on the basis of the **REESI+C+E framework** and in a logical and coherent manner. The report should assess the extent to which the schemes address the practical and strategic requirements of India's export ecosystem by supporting zero-rating of exports, neutralisation of embedded taxes and levies, enhancement of export competitiveness, and alignment with India's trade policy objectives

and WTO-compatible frameworks. Further, the study should include the analysis and key findings on each and every objective of the ToR in a coherent manner while documenting key successes, implementation bottlenecks, sectoral challenges, best practices, and actionable recommendations for strengthening the design and delivery of the schemes going forward.

5.5 Programme Harmonization:

- (i) To provide recommendations based on the synthesis of sectoral and scheme/s level analysis on the need to continue the schemes in their current form, modify, scale-up, scale-down or close down the scheme/s.
- (ii) To suggest revisions in the scheme/s design for effective implementation in future if modification is recommended.

6. Scope of Work

Ensuring the highest quality of the evaluation report is the prime responsibility of the consultant. The findings and recommendations of the report should be succinct, lucid, and backed by empirical evidence. The findings should flow logically from the analysis and recommendations should flow from the findings of the study. The consultant is also required to prepare a detailed timeline for the completion of the study and proactively share the progress of the study with DMEO, NITI Aayog. The consultant is required to bring to the notice of DMEO, NITI Aayog any delay in the completion of the study and the mitigation strategy it has prepared for the same. The duration of the study is **Six months** from the date of signing of the contract.

6.1 Detailed responsibilities of consultant:

The Consultant shall undertake comprehensive evaluation of the schemes through detailed secondary research, primary surveys, stakeholder consultations, operational assessment, and evidence-based analysis. The responsibilities of the Consultant shall include, but not be limited to, the following:

6.1.1 Desk Research, Literature Review and Secondary Data Analysis

The Consultant shall undertake comprehensive literature review, benchmarking exercise, and secondary data analysis relating to the RoDTEP and RoSCTL schemes at national, sectoral, state, and exporter-category levels in accordance with Para 5.3 of the ToR. The secondary research shall examine the design, implementation, utilisation, operational efficiency, and outcomes of the schemes, including their role in supporting export competitiveness, zero-rating of exports, and alignment with WTO-compatible remission frameworks.

The Consultant shall undertake review, collation, validation, and analysis of all relevant policy, financial, administrative, operational, institutional, and trade-related data/documents, including the indicative list of documents/data sources specified under Para 5.3.

6.1.2 Conduct of Primary Survey and Research

The Consultant shall undertake primary research through surveys, Key Informant Interviews (KIIs)/In depth interviews (IDIs), Focus Group Discussions (FGDs), and stakeholder consultations in accordance with the methodology, stakeholder coverage, sampling framework, and reference period specified under Section 5 of the ToR.

The primary research shall assess scheme implementation, utilisation, operational efficiency, respondent experience, exporter awareness, procedural ease, implementation bottlenecks, and sector-specific challenges under the schemes.

The Consultant shall draft and finalise research instruments/questionnaires/discussion guides with approval of DMEO and deploy appropriate digital data collection and data management systems while ensuring adherence to ethical protocols and data confidentiality norms. Stakeholder consultations shall also be

conducted during different stages of the study for validation of findings and incorporation of sectoral and institutional perspectives.

6.1.3 Finalisation of Field Plan, Survey Tools and CAPI Framework

The Consultant shall prepare and finalise the field plan, sampling framework, survey tools, and Computer-Assisted Personal Interview (CAPI) system in consultation with and with approval of DMEO.

Use of CAPI for field surveys shall be mandatory. Collection of survey data shall be undertaken in digital format through hand-held devices with geo-tagged images and time-stamped entries. The Consultant shall deploy a real-time dashboard-based monitoring mechanism for tracking progress and quality of incoming survey data.

The Consultant shall ensure proper integration of validation checks, skip logic, audit trails, and data quality controls within the digital survey platform.

6.1.4 Data Quality Assurance Mechanism

The Consultant shall submit a detailed Data Quality Assurance Plan identifying potential risks and mitigation mechanisms, including physical back-checks, spot-checks, telephonic back-checks verification, dashboard monitoring, supervisory validation, and other quality control measures.

A multi-pronged and robust quality assurance mechanism shall be adopted during the entire data collection process. The Consultant shall ensure that the field data collected is of the highest quality and reliability through the following measures, among others:

- a. Field investigators engaged for surveys, KIIs/IDIs and FGDs shall possess Post Graduate Degree with at least three years of prior experience in conducting similar surveys/interviews. The Consultant shall conduct a two-stage training process comprising classroom training and field-based practical training. Adequate screening mechanisms shall be adopted to ensure deployment of only trained investigators demonstrating sufficient understanding of the survey instruments.
- b. Pilot surveys shall be conducted for at least 2% of the sample size for both the schemes; RoDTEP & RoSCTL, respectively, covering surveys, KIIs/IDIs and FGDs for refinement of questionnaires and research instruments. Learnings from the pilot exercise and corresponding revisions made in the instruments shall be documented and shared with DMEO.
- c. A minimum of two surveyors shall be deployed as a team for field data collection. Supervisors shall undertake surprise checks of surveys and independently verify conduct of interviews with select respondents/KIIs/IDIs.
- d. One hundred percent of collected data shall be validated using predefined validation checklists. Missing, inconsistent, or erroneous data points shall be revalidated/recollected by the Consultant.
- e. At least 5% of survey responses for the schemes; RoDTEP and RoSTCL separately, shall be physically back-checked. Telephonic verification and physical back-checks shall be geographically distributed across the study area.
- f. The Consultant shall establish a dedicated data quality monitoring team for near real-time monitoring of incoming field data. This will be enabled through the design, development, and maintenance of dashboard-based systems, with full access to these dashboards simultaneously provided to DMEO for concurrent review and oversight. The team shall ensure continuous tracking of data quality parameters and generate weekly

reports through these dashboards, highlighting deficiencies, anomalies, corrective actions, and mitigation strategies, which shall be systematically shared with DMEO for follow-up.

6.1.5 Data Analysis, Synthesis and Report Writing

- a. Preparation and submission of an Inception Report including detailed methodology, analytical framework, sampling plan, evaluation matrix, data collection strategy, timelines, and fieldwork plan.
- b. Submission of fortnightly progress reports to DMEO highlighting status of activities, progress achieved, challenges faced, and mitigation measures undertaken.
- c. Preparation and presentation of a Mid-term Report after completion of approximately 40% of the sample coverage, highlighting study progress, preliminary findings, emerging insights, data quality assessment, challenges encountered, and proposed course corrections, if any, for review by DMEO.
- d. Incorporation of concurrent feedback/comments provided by DMEO during the course of the study.
- e. Data analysis, triangulation, preparation of cross-tabulations, statistical summaries, trend analysis, benchmarking analysis, use of appropriate statistical tools and other analytical outputs required for evaluation of the schemes.
- f. Conduct of stakeholder consultations and validation discussions during different stages of the study.
- g. Preparation of Draft Evaluation Report and presentation. The Evaluation Report shall be prepared in accordance with the REESI+C+E framework and shall be logical, coherent, analytically rigorous, and evidence-based. The report shall draw inferences from domestic and international experiences relating to similar export remission/export promotion frameworks and document best practices across States/UTs and sectors in India.
- h. Findings and recommendations shall be concise, evidence-based, and supported by relevant quantitative and qualitative analysis. Findings shall logically emerge from the analysis and recommendations shall flow from the findings of the study.
- i. Submission of Final Evaluation Report, including detailed recommendations, presentations, dissemination material, raw and cleaned datasets, tabulations, analytical outputs, and associated documentation in formats such as .xls, .dta, do-files and other relevant formats.
- j. Submission of a Data Annex documenting all data sources used, key assumptions adopted in the analysis and estimation, and known data limitations to facilitate transparency, reproducibility and independent verification of the evaluation findings, which shall form part of the Final Evaluation Report.
- k. Submission of a concise Policy Brief (2–3 pages) highlighting the key findings, policy implications and actionable recommendations, which shall form part of the Final Evaluation Report.
- l. Dissemination of key findings to relevant stakeholders through debriefing sessions, consultations, workshops, or presentations as required by DMEO.
- m. Submission of all reports in hard copy (10 copies each English and Hindi) as well as soft copy, along with relevant intermediate work products including datasets, spreadsheets, transcripts, analytical models, and other supporting materials. An Executive Summary of the Final Evaluation Report and a concise summary report not exceeding 20 pages shall also be submitted separately. Verified raw datasets and detailed transcripts of Key Informant Interviews/In Depth Interviews shall additionally be shared with DMEO, NITI Aayog for further analysis and record purposes.

6.1.6. Quality Assurance of the Evaluation Report

The evaluation report submitted by the Consultant must comply with DMEO's quality standards in order to be accepted. In case of any compromise in the quality of the deliverables, a suitable penalty would be imposed on the Consultant as per the provisions given in the RFP. An indicative DMEO's quality standard followed by DMEO is given below. The consultant may include more such standards to further enhance the report quality.

6.1.6.1 Executive Summary (ES):

The executive summary (ES) is meant to be read by a wider audience, thus it must be written with the highest standards of language & presentation, precision, and attention to detail. The writing should reflect structured coherence, analytical sharpness, and professional clarity. The findings of the report should be elaborated with key statistics and practical recommendations following from findings. The ES should present the triangulated findings succinctly and suggest feasible policy options. The ES should be forthright in its observations, precise in its deductions, and proactive in its suggestions. ES should ideally be written in short, separate paragraphs should be maximum 5-6 pages. All data/findings/recommendations cited from the main report needs to be properly referenced using page numbers. The evaluation questions, issues, and problems should not be over-emphasized in the ES. It should be briefly presented without detailed elaborations. The ES needs to be sharp and centered on the conclusions and suggestions emerging from the evaluation study.

6.1.6.2 Professional Language and Referencing:

The report should be written in a professional manner and in accordance with the standards of a typical double-blind, peer-reviewed publication. The report should be free from grammatical error, plagiarism and spelling mistakes. Reports that have plagiarism content of more than 20 percent shall not be accepted. It must adhere to the suggested report structure and appropriately referenced with necessary citations. Any data, diagrams, and graphs must be appropriately labeled and referenced.

6.1.6.3 Objective Findings and Recommendation:

The report should be a succinct, stand-alone document with objective language that may be used to inform decision-making. The findings should be presented clearly, providing sufficient evidence, and systematically addressing all the evaluation objectives. The recommendations should be clearly formulated and logically derived from the findings of the report. It should be clearly articulated and prioritised based on their importance and potential impact for the improvement of the scheme. The conclusions drawn from primary and secondary research must be given equal weight. Recommendations that lead to an increased financial burden on the government (such as those on increasing budgetary allocation) should be avoided, unless there is sound evidence emerging from the analysis that an increase may be expedient. Focus should be on resource optimisation/judicious usage of resources.

6.1.6.4 Ethical Considerations and Data Protection:

Ethical considerations, such as confidentiality and data protection, and data quality, must be upheld throughout the process.

7. Deliverables and Timeline

The deliverables and timelines of the study are given below:

Table 4: Deliverables and timelines of the study

S. No.	Deliverables	Broad Topics (Indicative)
1.	Inception Report (maximum 50-60 pages excluding annexures) and presentation	● Introduction and background of the study ● Objectives of the study ● Approach and methodology ● Evaluation Matrix ● Literature review and preliminary findings ● List of stakeholders and insights from preliminary stakeholder consultations ● Sampling plan including sample coverage ● Pilot plan ● Analysis framework and plan (Mapping of objectives with data points and potential data sources, etc.) ● Deliverables and timeline of the study (Weekly Gantt Chart) ● Survey Team structure ● Training plan for the survey team ● Field movement plan (Indicative) ● Quality control mechanism ● Perceived risks/ limitations and mitigation plan ● Research tools/instruments/ software- Qualitative and Quantitative ○ Questionnaires, discussion guides, etc. ○ Details of CAPI questionnaire development ○ Data/ information analysis software for both quantitative and qualitative research ● Detailed report structure
2.	Mid-term report (maximum 50-80 pages excluding annexures) and presentation (to be submitted as per the timeline and covering a minimum of 40% of the sample for the schemes)	● Study progress details including training and pilot summaries ● Summary on data collected so far including methods used ● Challenges faced and mitigation measures ● Preliminary findings and key observations ● Revised work plan, if applicable ● Measures adopted for ensuring data quality including data verification, data validation, back checks, surprise inspections, use of CAPI and tracking systems.

3.	Draft evaluation report (maximum 150 pages excluding annexures and references) and presentation for stakeholder consultation	● Executive Summary (It should be crisp, direct, lucidly written with emphasis on appropriate sections such as Findings and Recommendations. Findings should be elaborated with key statistics and the recommendations should follow the findings. Length of the Executive Summary should not exceed 5-6 pages.) ● Sector and schemes Overview ● Study Objectives, Approach & Methodology (Brief discussion in the main report. The details could go in the Annexure) ● Analysis of the schemes based on the REESI+C+E framework and using the primary survey data. ● Secondary and administrative data and literature to be used to triangulate findings from primary survey. ● Identify gaps and challenges for each component separately under the REESI+C+E framework. ● Key Takeaways & Recommendations for each component of the scheme. ● Actionable points under each recommendation for the M/D to implement. ● To record international & national benchmarking, best practices and case studies. ● References & Appendices
4.	Final evaluation report (maximum 150 pages excluding annexures and references) and presentation after incorporation of inputs from all concerned stakeholders	
5.	Presentations and sub-reports on primary data collection, data quality check, secondary research, best practices compendia, etc. as and when requested by DMEQ	

Note: Sub-reports and summary reports may be sought and should not exceed 20 pages. Presentations should also be brief with around 15 main slides.

The timeline for the evaluation study is **6 months** from the acceptance of terms and conditions of LoA.

i The inception report (Covering all deliverables including tools / instruments) as per the table 'Deliverables and timeliness' has to be submitted by the consultant within **45 days** from the signing of the contract.

ii. In the Inception report, the consultant is required to submit a Gantt Chart (weekly) of all the activities and sub-activities. The consultant shall propose the timeline for the payment linked deliverables which are a) Mid-Term Report b) Draft Evaluation Report and c) Final Evaluation Report.

iii. The payment linked deliverable shall adhere to the requirements given in the Section 7-Deliverables and Timelines.

iv. The project monitoring will be done by the Authority based on the timelines submitted by the consultant in the Inception report (Gantt chart) for the payment linked deliverables.

v. In case of any delay in the submission of payment linked deliverables namely, inception report, mid-

term report, draft evaluation report and final evaluation report, the consultant will be penalized as per the extant provisions of the RFP.

All the reports are required to be submitted in hard copy (10 No.s) and in soft copy. A Hindi translation of the Final Evaluation Report in hard (10 No.s) and soft copy also needs to be submitted. A synopsis of the Final Evaluation Report is also required to be submitted separately. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with DMEQ, NITI Aayog. This will include detailed transcriptions of key informant interviews (KIIs)/In-Depth Interviews (IDIs) and focus group discussions (FGDs) as well as raw data from primary surveys in MS Excel/CSV format etc.

8. Payment Schedule

The payment terms will be linked to the key deliverables as mentioned below:

Table 5: Payment against Deliverables

Key Deliverable	Description of Deliverable	Payment
KD1	Inception report approved by the Authority	20%
KD2	Mid-Term Report approved by the Authority	30%
KD3	Draft Evaluation Report approved by the Authority	30%
KD4	Final evaluation report approved by the Authority	20%
Total		100%

9. Indicative Structure for Final Evaluation Report, it should cover the following aspects:

Executive Summary

1. Introduction
 - a. Background and context
 - i. Objective of the study
 - ii. Scope of the study
 - iii. Structure of the report
2. Literature Review
 - i. Review of Secondary data & literature
 - ii. Global Benchmarking
 - iii. Domestic performance review and Comparative Analysis
3. Approach & Methodology
 - a. Qualitative
 - i. Stakeholder and geographical coverage
 - ii. Evaluation Instruments/Tools
 - b. Quantitative
 - i. Sampling - Geographical coverage & respondent profile
 - ii. Sample size
 - iii. Sample selection
 - iv. Evaluation Instruments/Tools
4. Sectoral overview for the schemes
- I. Scheme Analysis of the schemes
 - a. Scheme/s Name
 - i. Background and components
 - ii. Administrative mechanism
 - iii. Fund flow process
 - iv. Key stakeholders of the scheme
 - v. Physical and financial Progress
 - vi. Performance Analysis using REESCI + Equity Criteria
 1. Relevance
 2. Effectiveness
 3. Efficiency
 4. Sustainability
 5. Coherence
 6. Impact
 7. Equity
5. Key findings and recommendations
6. Best practices
7. Actionable Points
8. Scheme rationalization
9. References

10. Reporting

- a. The Consultant will work closely with the Authority. The Authority has established a Working Group (the “WG”) to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He/She will play a coordinating role in disseminating the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- b. The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- c. The Consultant will make a presentation on the Inception Report, Mid Term Report and Draft Evaluation Report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a weekly update that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants’ work on the TOR tasks should continue while the report is under consideration and is being discussed.
- d. Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

11. Meetings

The Authority may review with the Consultant any or all of the documents and advice forming part of the Consultancy, in meetings and conferences held at the Authority’s office. No travel time allowance shall be payable for attending meetings at the Authority’s office. The consultant is required to work at the Authority’s office, if required.

12. Miscellaneous

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the **Deliverables**. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant and execution of the Agreement. The Consultancy shall in any case be deemed to be completed with mutual consent of the Authority and the Consultant.

Schedule 2: Form of Agreement

(See Clause 1.2.3)

AGREEMENT FOR

Evaluation Study of ____

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AGREEMENT

Consultancy **for** **Evaluation** **Study** **of**
.....

This AGREEMENT (hereinafter called the “**Agreement**”) is made on theday of the month of 20..., between, on the one hand, the President of India acting through Development Monitoring & Evaluation Office (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns). WHEREAS

- (A) The Authority vide its Request for Proposal for conducting an Evaluation Study (hereinafter called the “**Consultancy**”) for the **Evaluation Study of** _____ (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. General

1.1. Definitions and Interpretation

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;

- (g) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1; -
- (h) **“Government”** means the Government of..... ;
- (i) **“INR, Rs. or ₹”** means Indian Rupees;
- (j) **“Member”**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (k) **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (l) **“Personnel”** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (n) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (o) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

This Agreement, its meaning and interpretation, and the relation between the parties shall be governed by the Laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or the place of payments under the agreement, the agreement shall be deemed to have been made at the place from which the Letter of Award (LoA or Agreement, in absence of LoA) has been issued. Unless otherwise specified in the agreement, the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's

office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9. Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10. Authorised Representatives

- 1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile:

Email:

- 1.10.3. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it

1.12. Communications

All communications under the agreement shall be served by the parties to each other in writing, in the agreement's language, and served in a manner customary and acceptable in business and commercial transactions. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later. No communication shall amount to an amendment of the terms and conditions of the agreement, except a formal letter of amendment of the agreement expressly so designated.

2. Commencement, Completion and Termination of Agreement

2.1. Effectiveness of Agreement

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

2.2. Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Authority reserves the right to take action as per the Bid Security or Bid Security Declaration Form.

2.4. Expiry of Agreement

Unless terminated earlier according to Clauses 2.3 or 2.9, this Agreement will expire under two conditions (i) 90 (ninety) days after delivering the final report (refer to Clause

6.3 (d) of the Terms of reference) to the Authority. or (ii) three years from the effective date, whichever occurs first, unless extended by mutual consent of the parties.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

There shall be no modification in the terms and conditions of this Agreement unless the reasons are beyond the control of both parties i.e. the Applicant and the Authority. In no circumstances, the cost should be higher than the agreement cost due to modifications in the terms and conditions.

2.7. Force Majeure

2.7.1. Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lock-outs or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 21 (twenty one) days after receipt by the Consultant of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority may, by not less than 21 (twenty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8_hereinabove, within 21 (twenty-one) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant they shall proceed as provided respectively by Clauses 3.9 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1. General

3.1.1. Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2. Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant, comply with the Applicable Laws.

3.2. Conflict of Interest

- 3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.
- 3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of one and a half years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3. Prohibition of conflicting activities

Neither the Consultant nor its Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4. Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that its Personnel and agents shall not receive any such additional remuneration.

3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, anti-competitive practice, conflict of interest, obstructive practice. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

- 3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process.
 - (b) **“fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement;
 - (c) **“coercive practice”** means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement.
 - (d) **“Anti-competitive practice”** means any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice including cartels coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels.
 - (e) **“Conflict of interest”** means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Applicant from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain.
 - (f) **“Obstructive practice”** means materially impede Authority’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Authority’s rights of an audit or access to information.

3.3. Confidentiality

The Consultant, and its Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or

derived from any of the foregoing that is provided by the Authority to the Consultant, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, and its Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, and its Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive

from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.1, whichever of (a) or (b) is higher.

- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5. Insurance to be taken out by the Consultant

- 3.5.1. The Consultant shall, for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as stipulated in the contract or any applicable law including Labour Codes; and at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6. Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7. Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) any other action that is specified in this Agreement.

3.8. Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9. Documents prepared by the Consultant to be property of the Authority

- 3.9.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the

ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

- 3.9.2. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3. The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10. Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. Consultant's Personnel

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2. Deployment of Personnel

- 4.2.1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and person day rates are specified in Annex-3 of this Agreement.

- 4.2.2. Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.3. Approval of Personnel

- 4.3.1. The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-6) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4. Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5. Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the person days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6. Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

In addition, the Consultant shall designate a suitable person as Project Manager (the “**Project Manager**”) who shall be responsible for day to day performance of the Services.

5. **Obligations of the Authority**

5.1. **Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Personnel with work permits and such other documents as may be necessary to enable the Consultant, and its Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. **Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.3. **Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. **Payment to the Consultant**

6.1. **Cost estimates and Agreement Value**

- 6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annex-4 of the Agreement.
- 6.1.2. Except as may be otherwise agreed under Clause 2.6, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is ₹ (Rupees.).

6.2. **Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3. **Mode of billing and payment**

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

- (a) No mobilisation advance shall be paid to the consultant. The payment shall be made as per the Annexure 5 Payment Schedule of the RFP.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 45 (forty-five) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) 30% (thirty per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon completion of Services. In the event of non-completion of Services within 2 (two) years of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 (twenty-four) months from the Effective Date, including travel costs and personnel costs, at the agreed rates.
- (g) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. Liquidated Damages and Penalties

7.1. Performance Security

- 7.1.1. The Authority shall retain by way of performance security (the “**Performance Security**”), 3% (three per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as

specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

- 7.1.2. The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-6 of this Agreement.

7.2. Liquidated Damages

- 7.2.1. Liquidated Damages for error/variation

In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

- 7.2.2. Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

- 7.2.3. Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. Fairness and Good Faith

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1. Amicable settlement

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

9.2. Dispute resolution

9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

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

9.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon CEO, NITI Aayog and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4. Arbitration

9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules

of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

- 9.4.2. There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment¹³ shall be made in accordance with the Rules.
- 9.4.3. The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of		For and on behalf of	
Consultant:		Authority	
	(Signature)		(Signature)
	(Name)		(Name)
	(Designation)		(Designation)
	(Address)		(Address)
In the presence of:			
1.		2.	

¹³ Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than ₹ 2 crores, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than ₹ 2 crores, the provision for a Board shall be retained.

Annex-1: Terms of Reference

(Refer [Clause 3.1.2](#) of Schedule 2 Form of Agreement)

(Reproduce Schedule-1 of RFP)

Annex-2: Deployment of Personnel

(Refer [Clause 4.2](#) of Schedule 2 Form of Agreement)

(Reproduce as per Form-9 of Appendix-I)

Annex-3: Estimate of Personnel Costs

(Refer [Clause 4.2](#) of Schedule 2 Form of Agreement)

(Reproduce as per Form-3 of Appendix-II)

Annex-4: Cost of Services

(Refer [Clause 6.1](#) of Schedule 2 Form of Agreement))

(Reproduce as per Form-2 of Appendix-II)

Annex-5: Payment Schedule

The payment schedule linked to the specified deliverables above is given below:

Key Date No.	Description of Deliverables	Payment
KD1	Inception Report approved by Authority	20%
KD2	Mid Term Report approved by Authority	30%
KD3	Draft Evaluation Report approved by Authority	30%
KD4	Final Evaluation Report approved by Authority	20%
	Total	100%

Annex-6: Bank Guarantee for Performance Security

(Refer [Clause 7.1.2 of Schedule 2](#))

To

[The President of India /Governor of.....]

acting through

.....

.....

.....

In consideration of.....acting on behalf of the [President of India/Governor of] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no.

..... dated valued at ₹ (Rupees.....), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to ₹ (Rupees.....) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding ₹ (Rupees.....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of

the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

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

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ₹ crore (Rupees..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [.(indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Schedule 3: Guidance Note on Conflict of Interest

(See Clause 1.5)

1. This Note further explains and illustrates the provisions of Clause 1.5 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

- (i) Potential consultant should not be privy to information from the Authority which is not available to others;
- (ii) Potential consultant should not have defined the project when earlier working for the Authority;
- (iii) Potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and contractors:

- (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
- (ii) no consultant should be involved in owning or operating entities resulting from the project; or
- (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies

are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them. The principle of *Uberrimae Fidei* will be applicable to the voluntary disclosure of the applicant regarding conflict of interest which has to ensure the highest standard of good faith during the disclosure of all material facts that could influence the decision of the other party.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built-in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest but should also report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.
9. Without limiting the generality of the above and Section 1.5, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) Conflicting Associations:

- directly or indirectly controls, is controlled by or is under common control with another Applicant; or
 - receives or has received any direct or indirect subsidy/ financial stake from another Applicant; or
 - has the same correspondence address or same legal representative/ agent as another applicant for purposes of this proposal; or
 - has a relationship with another applicant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another applicant or influence the decisions of the Authority regarding this Procurement Process; or
- (b) **Unfair Competitive Advantage and Conflicting Activities:** had (or any of its Affiliates) been engaged by the Authority to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation ;or
- (c) **Conflicting Assignments:** would (including its Experts or any of its Affiliates) be or are providing consultancy services in another assignment for the same or another Authority that, by its nature, may conflict with this assignment.
- (d) **Commissions and Gratuities:** The Applicant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.; or
- (e) **Conflicting Relationships:** has close business/ family relationship with a staff of the Authority who are/ would be directly/ indirectly involved in any of the following activities:
- Preparation of the RFP document or ToR of the procurement process
 - Evaluation of Proposals or Award of Contract, or
 - Implementation/supervision of the resulting contract

- (f) For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- (g) Conflict of interest, for the process of determination, shall include presence of conflict, potential or actual, during one year preceding the last date of bid submission and shall include the factual conspectus related to the personnel specifically indicated as the lead professional of the project team termed as Team Lead/Principal Investigator.

Appendices

Appendix-I: Technical Proposal

(See Clause 1.2.3)

Form-1:

Letter of Proposal

(Date and Reference)

To,

.....

.....

.....

Subject: Consultancy Services for “Evaluation Study of Rebate of State and Central Taxes and Levies (RoSCTL) and Remission of Duties and Taxes on Exported Products (RoDTEP) Schemes”

Dear Sir/Madam,

With reference to your RFP Document dated , I/ we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial

pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- (b) I/We do not have any Conflict of Interest in accordance with Clause 1.5 of the RFP Document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice, as defined in Clause 5 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice.

- 7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 1.9 of the RFP document.
- 8. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
- 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.¹⁴
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security or Bid Security Declaration Form is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
16. A Notarised Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Appendix I Form-4.
17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the afore-said form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of

¹⁴In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. —Except as specified in Schedule hereto. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

or concerning or relating to the Selection Process including the award of Consultancy.

19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We specifically undertake to abide by Clause 1.2 of the RFP Document without any demur.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2:

Particulars of the Applicant

1.1	Title of Consultancy: Evaluation Study for Government Scheme/Program
1.2	Title of Project: Evaluation Study of _____
1.3	State whether applying as Sole Firm or Lead Member of a consortium:
1.4	State the following: (i) Details of the Applicant Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business (ii) Details of the Authorized Representative of the Applicant Name: Designation: Company: Address:

	Phone No.:
	E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? If so, provide the office address(es) in India. Yes/No/Not Applicable (ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No (iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No (iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No (v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.
1.7	(i) Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No

	(ii) If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No/Not Applicable
1.8	(i) Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No (ii) If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No/Not Applicable (iii) If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only? Yes/No/Not Applicable It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature, name and designation of the authorised signatory) For and on behalf of

APPENDIX-I

Form-3:

Statement of Legal Capacity

(Applicable only in the case of a consortium, individual applicants are not required to fill out this form.)

(On Applicant's letter head)

Date: Reference

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Evaluation Study of _____

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal¹⁵), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that.....(insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that _____ (insert individual's name) will act as our Authorised

Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory) For and on behalf of

.....

¹⁵ Please strike out whichever is not applicable

APPENDIX-I

Form-4:

Power of Attorney

{Refer to Clause 1.4.4 and Clause 1.12.3 (a)}

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at , who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the **Consultant for Evaluation Study of** ____ sector proposed to be developed by the (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
..... DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of ₹ 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-5:

Financial Capacity of the Applicant

{Refer to Clause 1.4.2 (C)}

S. No.	Financial Year	Annual Revenue (₹)
1.		
2.		
3.		

Certificate from the Statutory Auditor^{\$}

This is to certify that _____ (name of the Applicant) has the annual revenue shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

APPENDIX-I

Form-6:

Particulars of Key Personnel

A) Details of Key Personnel

1	Designation	
2	Name	
3	Date of Birth	
4	Nationality	
5	Educational Qualification¹⁶ (clearly mentioning the subject)	

6	Employment Record/ Professional experience <i>(Starting with present position, list in reverse chronological order every employment held)</i>			
S No	Name of Firm	Designation	Start Date	End Date
1				
2				
3				
..				
..				

7	Details of Relevant Experience					
S No	Name of Firm	Designation	Start Date (MM/YY)	End Date (MM/YY)	Role (in not more than 1000 characters)	Sector
1						

¹⁶ For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Annexure A of the RFP.

7	Details of Relevant Experience					
S No	Name of Firm	Designation	Start Date (MM/YY)	End Date (MM/YY)	Role (in not more than 1000 characters)	Sector
2						
3						
..						
..						

Certification:

- I am willing to work on the Project and I will be available for the entire duration of the Project assignment as required.
- I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place.....

(Signature and name of
the Key Personnel)

(Signature and name of the authorized signatory of the
Applicant)

APPENDIX-I

Form-7:

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages):

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than six pages):

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR, including approach, methodology, sampling criteria etc. The Applicant will submit the following:

- i A brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence, locations and timelines of important activities in the form of a Gantt chart, and provide a quality assurance plan for carrying out the Consultancy Services. It may be noted that the following broad topics should be covered by the consultant team during the presentation:
- ii Survey methodology, Methodology for carrying out the assignment including the approach used towards achieving the objectives laid down in the TOR
- iii Sampling Plan including sample design, stratification, sample size, level of sample granularity (sector/component/respondent-wise bifurcation) along with rationale thereof.
- iv Assessment of data availability in the public domain and identification of data requirements for the proposed study.
- v Criteria for selection of required sample size
- vi Field movement plan including details of field team composition/ details of engagement with survey agency, if any
- vii Plan for ensuring data quality while conducting the primary survey
- viii Measures to be adopted for ensuring the quality in the report
- ix Data analysis tool (both for qualitative and quantitative data)
- x Data Analysis Plan- The ways of translating findings from data analysis into recommendations
- xi Detailed timelines for carrying out the assignment
- xii Any other relevant information
- xiii All the proposed team members (Key Personnel) only must attend and make the presentation.

3. Collaboration with Academic Institutions* (not more than 2 pages):

In case the Applicant proposes to engage with academic institutions to strengthen industry-academia-government linkages and foster a collective culture of research, innovation and advancement of knowledge, then the applicant will submit on how it plans to involve and collaborate with academic institutions while designing and delivering on the Project.

*(Universities/academic institutions (hereunder referred to as universities/institutions) should be recognized by University Grant Commission or any State or the Central Government.

Note: Marks can be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8:

Eligible Assignments of the Applicant

(Refer Clause 4.2)

A) Eligible Assignments of the Applicant *

S No	Name of the Assignment	Brief Description of the Assignment (in not more than 1000 characters)	Is the Assignment a study related to international trade, exports, export promotion/remission schemes, trade taxation, customs, trade facilitation, industrial policy, MSME development (including but not restricted to)	Is the research/evaluation study for Union/State Government/government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc (Yes/No)	Sample size of the assignment (No. of respondents)	Name of the Client & Address	Client Category	Name & Telephone no. of Client's representative	Value of assignment as per the contract/work order/agreement of the Assignment (in ₹)	Start Date of the Assignment	End Date of the Assignment	Description of Services performed by the applicant (in not more than 1000 characters)
(1)	(2)	(3.1)	(3.2)	(3.3)	(3.5)	(4.1)	(4.2)	(5)	(6)	(8)	(9)	(10)
1												
...												

* The Applicant shall provide requisite supporting documents such as copies of contracts, agreements etc. The value for the assignment should be clearly mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment.

APPENDIX-I

Form-9:

Deployment of Professional Personnel

S.No.	Designation	Name	Person Days (PD)		Person-Days by Week Numbers																						
			On-field	In Office	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
1.																											
2.																											
3.																											
4.																											
5.																											
6.																											
7.																											
8.																											
9.																											
	Total Person days																										

APPENDIX-I

Form-10: Support Personnel

S.No.	Item of Work/ Activity	To be carried out by		Person-Days by Week Numbers																				
		Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
7.																								
8.																								
9.																								

APPENDIX-I

Form-11¹⁷:

Bid Security Declaration Form

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

Subject: Bid Security Declaration for Evaluation Study of

Dear Sir,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, proposals must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Two (02) years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our proposal during the period of proposal validity specified in the RFP; or
- (b) having been notified of the acceptance of our proposal by the Authority during the period of proposal validity (i) fail or refuse to execute the Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to the Applicants.

I/We understand that this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, either upon the earlier of (i) receiving of your notification of the name of the successful Bidder's name; or (ii) thirty days after the expiration of the validity of my/our Proposal.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant/Lead Member)

¹⁷Applicable as per Clause 1.16.2

Appendix-II:

Financial Proposal

Form-1:

Covering Letter

(On Applicant's letter head)

(Date and Reference) To,

.....

.....

.....

Dear Sir,

Subject: Consultancy Services for Evaluation Study of
..... **scheme**

I/We,(Applicant's name) herewith enclose the Financial
Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal
Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in
Appendix-II (Form 1, 2,3) of the RfP.

APPENDIX-II

(See Clause 2.1.6)

Form-2:

Cost of Services / Financial Proposal

Item No.	Description	Amount (₹)
A.	PERSONNEL COSTS	
1.	Remuneration for Professional Personnel (inclusive of all personal allowances)	
2.	Remuneration for Support Personnel (inclusive of all personal allowances)	
	Subtotal (A):	
B.	LOCAL COSTS	
1.	Office Rent	
2.	Office Consumables like stationery, communication etc.	
3.	Office Furniture and Equipment (Rental)	
4.	Reports and Document Printing	
5.	Surveys & Investigations	

6.	Miscellaneous Expenses	
	Subtotal (B):	
C.	SUBTOTAL OF A+B	
D.	OVERHEAD EXPENSES @. % of (C)	
E.	GOODS AND SERVICES TAX	
F.	TOTAL (including taxes) (C+D+E) (in ₹) In Indian Rupees (in figures) (in words)	

Note:

1. Estimate of Costs for Item A-I and A-II shall be as per Form-3.
2. Miscellaneous Expenses in Item B (VI) shall not exceed 15% (fifteen per cent) of the total amount in Item D.
3. No escalation on any account will be payable on the above amounts.
4. All other charges not shown here and all insurance premia are considered included in the person day rate/ overhead/ miscellaneous expenses.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

APPENDIX-II

Form-3:

Estimate of Personnel Costs

ID No.	Position	Name	Person- Days (₹)	Total Person- Days	Amount (₹)
A1 (I). Remuneration for Professional Personnel (inclusive of all personal allowances)					
Total					
A2 (II). Remuneration for Support Personnel (inclusive of all personal allowances)					
Total					
Total:					

APPENDIX-III

Appendix-III: List of Bid-Specific Provisions^[4]

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 1.4.1: Conditions of Eligibility of Applicants.
3. Clause 1.11: Amendment of RFP.

Note: The above footnotes marked — “\$” shall be retained in the RFP for guidance of the Applicants while submitting their respective Proposals.

B. Schedules with non-numeric footnotes

All non-numeric footnotes marked —“\$” in the Schedules shall be retained in the respective Schedules for guidance of the Applicants while submitting their respective Proposals.

C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Proposals.

D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Schedule or Appendix is used.

[1] Separate signed LOIs to be submitted for each collaboration at the technical proposal submission stage and hard copies to be submitted prior to the award of contract.

[2] Indicative activities for involvement of academic institutions: Report writing, Data Collection, Data Analysis, Field Work, Data Quality assurance mechanism, Independent Referee for the evaluation report, etc.

[3] This information is sought by DMEQ to understand the existing level of M&E capacity of the academic institution. In the longer run, DMEQ intends to strengthen

the core M&E ecosystem of which the Universities/Academic Institutions are critical stakeholders.

[4] This Appendix-III contains a list of Clauses, Schedules and Appendices that would need to be suitably modified for reflecting bid-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicants