



No. 18(4)/2014/Restructuring of OFB/Director(P&C)/DDP

GOVERNMENT OF INDIA

MINISTRY OF DEFENCE

DEPARTMENT OF DEFENCE PRODUCTION

New Delhi, dated 30 July 2020

**Corrigendum to the Expression of Interest cum Request for Proposal (EOI cum RFP) For Selection of Consultant for ‘Providing strategic and implementation management consulting services to assist the Ministry of Defence in the process of corporatisation of the Ordnance Factory Board’, issued on 06.07.2020.**

<b>Sr. No.</b>	<b>EOI cum RFP Para No.</b>	<b>For</b>	<b>Read</b>
1.	1.2	<b>INVITATION FOR EOI cum RFP</b> The Department of Defence Production (DDP), Ministry of Defence invites EOI cum RFP from reputed India based Consulting Agencies (i.e. having registered office in India, hereafter referred as ‘Agencies’) to provide management consulting services covering topics like strategic future growth, optimal operational strategy, organizational restructuring and other related implementation issues with respect to transition management, financing, legal aspects etc., to assist the Ministry of Defence in the process of corporatisation of the Ordnance Factory Board, a project initiated by the DDP. The project information and the broad scope of work are detailed below in section 1.3 & 1.4. It may be noted that this information is indicative only.	<b>INVITATION FOR EOI cum RFP</b> The Department of Defence Production (DDP), Ministry of Defence invites EOI cum RFP from reputed India based Consulting Agencies ( <b>hereafter referred as ‘Agencies’</b> ) to provide management consulting services covering topics like strategic future growth, optimal operational strategy, organizational restructuring and other related implementation issues with respect to transition management, financing, legal aspects etc., to assist the Ministry of Defence in the process of corporatisation of the Ordnance Factory Board, a project initiated by the DDP. The project information and the broad scope of work are detailed below in section 1.3 & 1.4. It may be noted that this information is indicative only.
2.	1.3.4	<b>Goals of the Corporate Entity(ies):</b> The transformation of OFB into the proposed corporate entity(ies) would target unleashing a new chapter of growth in the history of	<b>Goals of the Corporate Entity(ies):</b> The transformation of OFB into the proposed corporate entity(ies) would target unleashing a new chapter of growth in the history of OFB.

Sr. No.	EOI cum RFP Para No.	For	Read
		<p>OFB. The following goals are proposed for the entity(ies) in this regard:</p> <ul style="list-style-type: none"> <li>i. To enhance functional autonomy, efficiency and unleash new growth potential and innovation in Ordnance Factories.</li> <li>ii. Improve flexibility and dynamism in decision making in the functioning of Ordnance factories.</li> <li>iii. Move away from an administrative pricing mechanism to a process of competitive pricing, bringing cost reduction for Armed Forces and paramilitary forces.</li> <li>iv. Improvement in the quality of its products by enabling new entity to follow market-based quality practices.</li> <li>v. Better utilization of capacities and assets of the OFB factories.</li> <li>vi. Optimum utilization of Human Resources.</li> <li>vii. Timely supply to the Armed forces.</li> <li>viii. Greater incentive for export with ability to retain export profits.</li> <li>ix. To create profitable and self-sustaining arms production system in the country.</li> <li>x. The entity so created will have agility in absorbing ToT, besides forming Joint Venture (JVs) with other countries including acquisition of foreign companies.</li> <li>xi. To create surge capacity to meet war requirements.</li> <li>xii. Increased turnover/profitability to lead to enhanced employment and better terms for employees.</li> </ul>	<p>The following goals are proposed for the entity(ies) in this regard:</p> <ul style="list-style-type: none"> <li>i. To enhance functional autonomy, efficiency and unleash new growth potential and innovation in Ordnance Factories.</li> <li>ii. Improve flexibility and dynamism in decision making in the functioning of Ordnance factories.</li> <li>iii. Move away from an administrative pricing mechanism to a process of competitive pricing, bringing cost reduction for Armed Forces and paramilitary forces.</li> <li>iv. Improvement in the quality of its products by enabling new entity(ies) to follow market-based quality practices.</li> <li>v. Better utilization of capacities and assets of the OFB factories.</li> <li>vi. Optimum utilization of Human Resources <b>and their capacity building to meet future challenges.</b></li> <li>vii. Timely supply to the Armed forces.</li> <li>viii. Greater incentive for export with ability to retain export profits.</li> <li><b>ix. To enable business continuity of the new entity(ies) on a self-sustained basis.</b></li> <li>x. The entity(ies) so created will have agility in absorbing ToT, besides forming Joint Venture (JVs) with other countries including acquisition of foreign companies.</li> <li>xi. To create surge capacity to meet war requirements.</li> <li>xii. Increased turnover/profitability to lead to enhanced employment and better terms for employees.</li> </ul>
3.	1.5.7 (a)	<p><b>Earnest Money Deposit (EMD)</b></p> <p>a. Bidders shall submit, along with their Proposals, an EMD of <b>Rs. 5,00,000 (Rupees Five lakhs)</b> only, in the form of a Demand Draft in favour of Accounts</p>	<p><b>Earnest Money Deposit (EMD)</b></p> <p>a. Bidders shall submit, along with their Proposals, an EMD of <b>Rs. 10,00,000 (Rupees Ten lakhs)</b> only, in the form of a Demand Draft or Bank Guarantee from a</p>

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		Officer, DAD, MoD(Civil), New Delhi.	scheduled bank (in the format specified in Form 6) in favour of Accounts Officer, DAD, MoD(Civil), New Delhi.
4.	1.5.11	<p><b>Venue &amp; Deadline for Submission of proposals</b></p> <p>Proposals, in its complete form in all respects as specified in the EOI cum RFP, must be submitted to the DDP at the following address:  Director (P&amp;C),  Directorate of Planning and Coordination Room No. 6, Porta Cabin - IV, 'B' Block, Ministry of Defence, Dara Shikoh Road, New Delhi-110001  The proposals must be submitted on <b>or before 1500 hrs. on 04<sup>th</sup> August, 2020.</b></p>	<p><b>Venue &amp; Deadline for Submission of proposals</b></p> <p>Proposals, in complete form in all respects as specified in the EOI cum RFP, must be submitted to the DDP at the following address:  Director (P&amp;C),  Directorate of Planning and Coordination Room No. 6, Porta Cabin - IV, 'B' Block, Ministry of Defence, Dara Shikoh Road, New Delhi-110011  The proposals must be submitted on <b>or before 1500 hrs. on 18<sup>th</sup> August, 2020.</b></p>
5.	1.5.14	<p><b>Tender Opening</b></p> <p>The Proposals submitted up to <b>1500 hrs. on 04<sup>th</sup> August, 2020</b> will be opened at <b>1700 hrs. on 04<sup>th</sup> August, 2020</b> at Director (P&amp;C) office, Directorate of Planning &amp; Coordination, Room No. 5, Porta Cabin -IV, 'B' Block, Ministry of Defence, Dara Shikoh Road, New Delhi - 110011, by the Nodal officer or any other officer authorized by the DDP, in the presence of such of those Bidders or their representatives who may be present at the time of opening.</p>	<p><b>Tender Opening</b></p> <p>The Proposals submitted up to <b>1500 hrs. on 18<sup>th</sup> August, 2020</b> will be opened at <b>1700 hrs. on 18<sup>th</sup> August, 2020</b> at Director (P&amp;C) office, Directorate of Planning &amp; Coordination, Room No. 5, Porta Cabin -IV, 'B' Block, Ministry of Defence, Dara Shikoh Road, New Delhi - 110011, by the Nodal officer or any other officer authorized by the DDP, in the presence of such of those Bidders or their representatives who may be present at the time of opening.</p>
6.	1.6.2	<p><b>Eligibility Criteria</b></p> <p><b>a.</b> Agency should have satisfactorily done at least 2 similar projects in terms of the broad scope and nature of the work in the last <b>5</b> years.</p> <p><b>b. Experience:</b>  (i) Minimum 5 years' experience in</p>	<p><b>Eligibility Criteria</b></p> <p><b>a.</b> Agency should have satisfactorily done at least 2 similar projects in terms of the broad scope and nature of the work in the last <b>10</b> years.</p> <p><b>b. Experience:</b>  (i) Minimum 5 years' experience in</p>

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		<p>consultancy services relating to the broad scope and nature of the work and</p> <p>(ii) Firm should have completed at least 3 valuations in the last 5 years of assets of similar nature of value of Rs. 1000 Cr. or more in each case.</p> <p><b>c. Turnover:</b> Minimum Rs 50 Cr. per annum in Consultancy services during the last 3 years.</p> <p><b>d. Resources:</b> Organisational Review Expert, Legal Expert, Asset Valuer, Finance and Accounting Expert, Capacity Building Expert, Risk Management Expert, HR expert (particularly expertise in Industrial Relations &amp; Government sector HR policies), Other related experts and adequate support staff. The resources should be a balance of experience and youth.</p> <p><b>e. Certification:</b> The firm shall have the ISO 9001: 2015 Quality Management System.</p> <p><b>f. Registration:</b> Entities registered in India.</p>	<p>consultancy services relating to the broad scope and nature of the work and</p> <p>(ii) Firm should have completed at least 3 valuations in the last 5 years of assets of similar nature of value of Rs. 1000 Cr. or more in each case.</p> <p><b>c. Turnover:</b> Minimum Rs 50 Cr. per annum in Consultancy services during the last 3 years.</p> <p><b>d. Resources:</b> Organisational Review Expert, Legal Expert, Asset Valuer, Finance and Accounting Expert, Capacity Building Expert, Risk Management Expert, HR expert (particularly expertise in Industrial Relations &amp; Government sector HR policies), Other related experts and adequate support staff. The resources should be a balance of experience and youth.</p> <p><b>e. Registration: Indian entities,</b> which could include incorporation/ownership models as per Companies Act, Partnership Firm, Proprietorship and other types of ownership models including Societies as per relevant laws.</p>															
7.	<b>1.6.4-1.6.4.1-S. No. 2, 3 &amp; 4</b>	<p><b>Evaluation Criteria:</b></p> <p>1.6.4.1 The technical evaluation shall be based on the following criteria:</p> <table border="1" data-bbox="336 1621 858 2051"> <thead> <tr> <th>S. No.</th> <th>Criterion</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>2.</td> <td>Presentation to be made before the DDP (in person preferably or through VC, depending upon the prevailing COVID 19 situation)</td> <td>25</td> </tr> </tbody> </table>	S. No.	Criterion	Weightage	2.	Presentation to be made before the DDP (in person preferably or through VC, depending upon the prevailing COVID 19 situation)	25	<p><b>Evaluation Criteria:</b></p> <p>1.6.4.1 The technical evaluation shall be based on the following criteria:</p> <table border="1" data-bbox="906 1621 1481 2051"> <thead> <tr> <th>S. No.</th> <th>Criterion</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td></td> <td>Presentation to be made before the DDP (in person preferably or through VC, depending upon the prevailing COVID 19</td> <td><b>25</b></td> </tr> <tr> <td>2.</td> <td>include Consultant's approach on Challenges/Risks likely to be encountered and</td> <td></td> </tr> </tbody> </table>	S. No.	Criterion	Weightage		Presentation to be made before the DDP (in person preferably or through VC, depending upon the prevailing COVID 19	<b>25</b>	2.	include Consultant's approach on Challenges/Risks likely to be encountered and	
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					situation)	their mitigation strategies; Business Continuity Plan of the new entity(ies) on short term and long term basis; Dealing with all HR related issues and capacity building of the employees; and other relevant/specific issues.	
		3.	Resource commitment for the Project - Evaluation would be based on the number of resources deployed. their qualification and experience.	30	3. Resource commitment for the Project - Evaluation would be based on the number of resources deployed, their qualification and experience. <b>50% of the allotted marks would be for meeting the minimum required criteria against each requirement and 50%</b>	<b>30</b>	
Number of Resources: 5	Number of Resources : 5			Minimum requirement: as mentioned at para 1.6.2 (d)			
Qualification: 10	Qualification: 10			Minimum Qualification : Graduation in the relevant field			
Experience: 15	Experience: 15			Minimum experience: 7 years in the relevant field			

Sr. No.	EOI cum RFP Para No.	For			Read		
						marks would be for qualitative aspects.	
		4.	Past experience in execution of similar projects in last 5 years (handling mergers, demergers, amalgamations, post-merger integration etc. of entities having NAV of at least Rs. 500 Crores) <ul style="list-style-type: none"> <li>• 5 projects – 5 points</li> <li>• 6-10 projects – 10 points</li> <li>• 11-15 projects – 15 points</li> <li>• 16-20 projects – 20 points</li> <li>• &gt;20 projects – 25 points</li> </ul>	15	4.	Past experience in execution of similar projects in last <b>10</b> years (handling mergers, demergers, amalgamations, post-merger integration etc. of entities having NAV of at least Rs. 500 Crores) <ul style="list-style-type: none"> <li>• 5 projects – 5 points</li> <li>• 6-10 projects – 10 points</li> <li>• &gt;11 projects – 15 points</li> </ul>	15
8.	1.6.5 (a)	<b>Consortium Bids</b> <b>a.</b> Bidders are allowed to participate in consortium, with the following conditions: (i) A consortium (the “Bidding Consortium”) shall be considered bidder provided that one of the members of the consortium shall be nominated as being			<b>Consortium Bids</b> <b>a.</b> Bidders are allowed to participate in consortium, with the following conditions: (i) A consortium (the “Bidding Consortium”) shall be considered bidder provided that one of the members of the consortium shall be nominated as being in-		

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		<p>in-charge (the “Lead Consortium Member”) and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members.</p> <p>(ii) In case the Bidder being Indian Company is having collaboration with the Company incorporated outside India (Foreign Company, having registered office in India, established with RBI approval), the Bidder shall in respect of such collaboration submit duly certified/authenticated copies of the following documents:</p> <ul style="list-style-type: none"> <li>• Certificate of Incorporation / Registration Certificate issued by the competent authority under the law in force in the country of its incorporation;</li> <li>• Memorandum and Articles of Association or document constituting the company and regulating its affairs;</li> <li>• List of board of directors or regulating/controlling body;</li> <li>• Address of its place of business in India, if any;</li> <li>• Audited annual financial statements and financial Net-worth for the last three years only of foreign entity;</li> <li>• Complete copy of agreement entered into by the Indian company with the foreign company together with gist of major terms, validity period, demarcation of scope of work, role and responsibilities of each party to the agreement, technical, financial and management aspects of the agreement;</li> <li>• Commitment of the foreign company to continue partnering with agreement and to discharge its role / functions under the</li> </ul>	<p>charge (the “Lead Consortium Member”) and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members. <b>The Lead Consortium Member shall be an Indian entity</b>, which could include incorporation/ownership models as per Companies Act, Partnership Firm, Proprietorship and other types of ownership models including Societies as per relevant laws.</p> <p>(ii) In case the Lead Consortium Member is having collaboration with a Company incorporated outside India (Foreign Company, having registered office in India, established with RBI approval), the Lead Consortium Member shall in respect of such collaboration submit duly certified/authenticated copies of the following documents:</p> <ul style="list-style-type: none"> <li>• Certificate of Incorporation / Registration Certificate issued by the competent authority under the law in force in the country of its incorporation;</li> <li>• Memorandum and Articles of Association or document constituting the company and regulating its affairs;</li> <li>• List of board of directors or regulating/controlling body;</li> <li>• Address of its place of business in India, if any;</li> <li>• Audited annual financial statements and financial Net-worth for the last three years only of foreign entity;</li> <li>• Complete copy of agreement entered into by the Indian company with the foreign company together with gist of major terms, validity period, demarcation of scope of work, role and responsibilities of each</li> </ul>

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		<p>agreement till the completion of the project;</p> <ul style="list-style-type: none"> <li>• Any other papers or documents required by the DDP at a later stage or in future.</li> </ul> <p>(iii) The Lead Consortium Member shall submit the Bid to the DDP and shall be liable towards fulfilling the obligations in this EOI CUM RFP.</p> <p>(iv) The Lead Consortium Member shall have a valid Goods and Services Tax Registration Number, Provident Fund (PF) Code and Permanent Account Number (PAN) for the Republic of India</p> <p>(v) The Lead Consortium Member shall designate and authorize one person to represent the Bidding Consortium in its dealings with the DDP through a Power of Attorney to perform all tasks including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of the Consortiums, etc.</p> <p>(vi) Each member of the consortium shall have a registered office (under the Companies Act 1956 or 2013 with Registrar of Companies) and operations in India.</p> <p>(vii) Every Consortium Member shall provide consent to the Lead Consortium Member and make itself aware of all the proceedings of the bidding process and Project implementation through legally enforceable consortium agreement, power of attorneys, legal undertakings, Letter of Consent etc. entered amongst all members of that Bidding Consortium including. In the absence of such documents, the Bid shall not be considered for evaluation and will be rejected.</p> <p>(viii) The Bidder / member of consortium should not be blacklisted/banned by any Govt. Organization or Regulatory Agencies or Govt. Undertaking. Bidder should submit a</p>	<p>party to the agreement, technical, financial and management aspects of the agreement;</p> <ul style="list-style-type: none"> <li>• Commitment of the foreign company to continue partnering with agreement and to discharge its role / functions under the agreement till the completion of the project;</li> <li>• Any other papers or documents required by the DDP at a later stage or in future.</li> </ul> <p>(iii) The Lead Consortium Member shall submit the Bid to the DDP and shall be liable towards fulfilling the obligations in this EOI CUM RFP.</p> <p>(iv) The Lead Consortium Member shall have a valid Goods and Services Tax Registration Number, Provident Fund (PF) Code and Permanent Account Number (PAN) for the Republic of India</p> <p>(v) The Lead Consortium Member shall designate and authorize one person to represent the Bidding Consortium in its dealings with the DDP through a Power of Attorney to perform all tasks including, but not limited to, providing information, responding to inquiries, signing of Bid on behalf of the Consortiums, etc.</p> <p>(vi) Every Consortium Member shall provide consent to the Lead Consortium Member and make itself aware of all the proceedings of the bidding process and Project implementation through legally enforceable consortium agreement, power of attorneys, legal undertakings, Letter of Consent etc. entered amongst all members of that Bidding Consortium. In the absence of such documents, the Bid shall not be considered for evaluation and will be rejected.</p> <p>(vii) The Bidder / member of consortium should not be blacklisted/banned by any Govt. Organization or Regulatory Agencies or Govt. Undertaking. Bidder should submit a self-undertaking signed by its Authorized</p>



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		<p>self- undertaking signed by its Authorized Signatories for the same.</p> <p>(ix) The bid, and in case of successful bid the specified Form of Agreement, shall be signed so as to be legally binding on all consortium members (as per enclosed format in bidding document).</p> <p>(x) The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium as per power conferred to him in the Power of Attorney.</p> <p>(xi) The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. The statement to this effect shall be provided along with EOI CUM RFP submissions including the Bid Form and Contract (in case of successful bid).</p> <p>(xii) The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. Only the Lead Consortium Member shall have the authority to conduct all businesses for and on behalf of the consortium during the bidding process and, in the event the consortium is awarded the Contract, during contract execution. The composition of the consortium cannot be altered.</p> <p>(xiii) Without prejudice to clause (xii) above, for the purposes of fulfilment of its obligations as laid down under the Contract where the DDP deems fit and unless the context requires otherwise, Contractor shall</p>	<p>Signatories for the same.</p> <p>(viii) The bid, and in case of successful bid the specified Form of Agreement, shall be signed so as to be legally binding on all consortium members (as per enclosed format in bidding document).</p> <p>(ix) The Lead Consortium Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium, and the entire execution of the Contract shall be done with the Lead Consortium Member and payment under the contract shall be received by the Lead Consortium Member on behalf of the consortium as per power conferred to him in the Power of Attorney.</p> <p>(x) The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. The statement to this effect shall be provided along with EOI CUM RFP submissions including the Bid Form and Contract (in case of successful bid).</p> <p>(xi) The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable severally for their portion of Work. Only the Lead Consortium Member shall have the authority to conduct all businesses for and on behalf of the consortium during the bidding process and, in the event the consortium is awarded the Contract, during contract execution. The composition of the consortium cannot be altered.</p> <p>(xii) Without prejudice to clause (xi) above, for the purposes of fulfilment of its obligations as laid down under the Contract where the DDP deems fit and unless the context requires otherwise, Contractor shall refer to the Lead Member who shall be the sole point of interface between the DDP and the Consortium</p>

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		<p>refer to the Lead Member who shall be the sole point of interface between the DDP and the Consortium and would be absolutely accountable for the performance of its own, the other members of the Consortium and/or its team's functions as also the subcontractors.</p> <p>(xiv) All payments shall be made by the DDP in favor of the Lead Consortium Member.</p>	<p>and would be absolutely accountable for the performance of its own, the other members of the Consortium and/or its team's functions as also the subcontractors.</p> <p>(xiii) All payments shall be made by the DDP in favor of the Lead Consortium Member.</p>								
9.	1.6.5 (b)	<p><b>Consortium Bids</b></p> <p><b>b. Eligibility Criteria:</b> In case a bid is submitted by a Consortium of two or more firms/companies, the members of the Consortium shall meet the following eligibility requirements:</p> <p>(i) All the members of the Consortium shall <b>jointly</b> meet the criteria given at 1.6.2 (a), 1.6.2 (b)(ii) and 1.6.2 (d).</p> <p>(ii) All the members of the Consortium shall <b>individually</b> meet the criteria given at 1.6.2 (b)(i), 1.6.2 (c), 1.6.2 (e) and 1.6.2 (f).</p>	<p><b>Consortium Bids</b></p> <p><b>b. Eligibility Criteria:</b> In case a bid is submitted by a Consortium of two or more firms/companies, the members of the Consortium shall meet the following eligibility requirements:</p> <p>(i) All the members of the Consortium shall <b>jointly</b> meet the criteria given at <b>1.6.2 (a), 1.6.2 (b)(ii), 1.6.2 (d) and 1.6.2 (e). However, the Lead Consortium Member shall necessarily meet the criteria given at 1.6.2 (e), as mentioned at 1.6.5 (a)(i).</b></p> <p>(ii) All the members of the Consortium shall <b>individually</b> meet the criteria given at <b>1.6.2 (b)(i) and 1.6.2 (c).</b></p>								
10.	<p><b>Appendix -I</b></p> <p><b>Form 3</b></p> <p><b>Point no. 2, Column 2</b></p>	<p><b>Form 3: Compliance Sheet for Technical proposal</b></p> <table border="1" data-bbox="336 1592 818 1850"> <thead> <tr> <th data-bbox="336 1592 411 1637"></th> <th data-bbox="411 1592 818 1637">Basic Requirement</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 1637 411 1850">2</td> <td data-bbox="411 1637 818 1850">Turnover in Consulting services during the last 3 years excluding revenues from services related to Tax, Advisory, Legal, Audit, IT</td> </tr> </tbody> </table>		Basic Requirement	2	Turnover in Consulting services during the last 3 years excluding revenues from services related to Tax, Advisory, Legal, Audit, IT	<p><b>Form 3: Compliance Sheet for Technical proposal</b></p> <table border="1" data-bbox="906 1592 1426 1850"> <thead> <tr> <th data-bbox="906 1592 981 1637"></th> <th data-bbox="981 1592 1426 1637">Basic Requirement</th> </tr> </thead> <tbody> <tr> <td data-bbox="906 1637 981 1850">2</td> <td data-bbox="981 1637 1426 1850">Turnover in Consulting services during the last 3 years excluding revenues from services related to <b>Audit and IT.</b></td> </tr> </tbody> </table>		Basic Requirement	2	Turnover in Consulting services during the last 3 years excluding revenues from services related to <b>Audit and IT.</b>
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2	Turnover in Consulting services during the last 3 years excluding revenues from services related to <b>Audit and IT.</b>										
11.	New addition		<p><b>1.6.13 Non-Disclosure Agreement (NDA)</b></p> <p>During the currency of this project, it may be necessary for either party to provide classified information to the other. In such</p>								

<b>Sr. No.</b>	<b>EOI cum RFP Para No.</b>	<b>For</b>	<b>Read</b>
			an event, the disclosure and use of all confidential/ classified/ proprietary information shall be in accordance with a Non-Disclosure Agreement, to be signed between the two parties.

**Form 6: Bank Guarantee for Earnest Money Deposit (EMD)**

To,  
<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<Fax Nos.>  
<email id>  
<Location, Date>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of EOI CUM RFP # <<EOI CUM RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to DDP/MoD.

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the DDP/MoD (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 60 (sixty) days from the last date of submission and a further claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the Purchaser and the Bidder, and agreed to by the Bank, and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid upto <<*insert date*>>)

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

(Authorized Signatory of the Bank)

Seal:

Date: