

Request for Proposal for selection of an agency to
conduct three annual quantitative sample surveys
on warehousing in India

Warehousing Development and Regulatory Authority (WDRA)
Government of India

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Definitions

Agency means the **Successful Bidder** that signs the **Contract**.

Agricultural Commodity means agricultural produce and processed agricultural commodities and includes horticultural commodities.

Agricultural Warehouse means a warehouse that ordinarily stores **agricultural commodities**.

Alternate proof of Completion means a self-attested statement of completion and a client reference (including address, email and phone contact details) for every quantitative survey conducted and completed by the **Bidder** in India over financial years 2011-12 to 2013-14, along with certified copies of the following supporting documents for each survey:

1. At least one of the following:
 - (a) work order;
 - (b) client contract; or
 - (c) purchase order; and
2. Invoice for final payment, and proof of receipt from client

Arbitration has the same meaning as under the Arbitration and Conciliation Act, 1996.

Authorised Representative means the Managing Director/Chief Executive Officer/Managing Partner of the **Bidder** or, a person specially authorised by the Board/Partnership for signing and submitting the **Proposal** and execution of the **Contract**. Any person other than the MD/CEO/Managing Partner of the **Bidder** must submit a letter on the official letterhead of the **Bidder** from the Board/Partnership stating that he is competent to submit the **Proposal** and enter into the **Contract** on behalf of the **Bidder**.

Award means **WDRA's** notice to the **Successful Bidder** of the acceptance of the **Proposal**.

Bid Amount means the sum of money quoted in the **Financial Proposal** by the **Agency**.

Bid Due Date means the last date for submitting the **Proposal** as mentioned in section 1 of this **RFP**.

Bidder means the person(s), firm, company or organisation who submits a **Proposal** (as defined in this **RFP**) for conducting the **WDRA Surveys**.

Contract means the contract to provide deliverables listed in the **RFP** signed between **WDRA** and the **Successful Bidder**. This includes the draft contract set out in Appendix A, **RFP** and the **Proposal** submitted by the **Agency**.

Cost of RFP means cost to be paid by the **Bidder** to purchase the **RFP**.

Deliverables means the deliverables for the survey stated in the Terms of Reference of this RFP.

Information means any information contained within this RFP, and includes information sought by WDR of a Bidder in relation to this RFP.

Lender means a bank, microfinance institution or other lender with a valid license/ permission to perform lending activities and can potentially lend against warehouse receipts.

Letter of Acceptance means a written communication by the Agency formally accepting the Contract.

National survey means a quantitative survey conducted across more than fifteen (15) States, with a minimum of two thousand five hundred respondents surveyed in person.

Negotiable Warehouse Receipt means a warehouse receipt under which the goods represented therein are deliverable to the depositor or order, the endorsement of which has the effect of transfer of goods represented thereby and the endorsee for which takes a good title.

Non-agricultural Warehouse means a warehouse other than an agricultural warehouse defined in this RFP.

Performance Guarantee means a guarantee furnished by the Agency for the due performance of the Contract as required under section 5.5 of this RFP.

Pilot Report means the report to be prepared by the Agency after conducting the Pilot Survey for the WDR Survey, as per section 4.2.5.

Pilot Survey means a Pilot Survey for the WDR Survey in which the Agency conducts an initial survey among a sample group of Survey Respondents (Respondents) to test the validity of the Draft questionnaire for the WDR Quantitative Survey (Draft Questionnaire).

Private Warehouse means a warehouse used for storage of commodities for self-consumption or storage, and not ordinarily used for storage by third-parties.

Project Team means the research, planning and monitoring team the Bidder will provide to plan and conduct the WDR Surveys.

Proposal means the statement on Eligibility Criteria, Technical Proposal and the Financial Proposal along with supporting documents submitted by the Bidders for consideration by WDR.

Public Warehouse means any warehouse that accepts deposits of goods from the public and ordinarily provides warehousing services.

Regional Survey means a quantitative survey conducted across more than four(4) States with a minimum sample size of one thousand five hundred respondents surveyed in person.

RFP means this document or Request for Proposal, along with any addenda/corrigenda issued by WDR.

State means any state or union territory within the territory of India, except for Andaman & Nicobar and Lakshwadeep.

Successful Bidder means the Bidder selected at the end of the proposal evaluation process pursuant to this RFP.

Survey Design means the WDR Survey Design of the WDR Quantitative Survey specified in section 4.2.10.

Survey Material means the material for the conduct of the WDR Survey specified in section 4.2.12.

User means a Warehouse/ Warehouse Receipt user including a farmer, who has deposited goods owned by him in a Warehouse in the twelve (12) months preceding the date of the WDR Survey investigator's visit to that Warehouse, a lender who may have lent against Warehouse Receipts issued against such goods and a commodity exchange.

Warehouse means any premises with capacity equalling or greater than a hundred metric tonnes wherein the warehouseman takes custody of the goods deposited by the depositor, including a place of storage of goods under controlled conditions of temperature and humidity, and includes: a. cold storage, b. private warehouse as defined in this RFP, c. public warehouse as defined in this RFP, d. warehouses owned or operated by co-operative societies registered under the Co-operative Societies Act, 1912, or under any other law with respect to co-operative societies for the time being in force in any State e. warehouse owned or operated by the Central Warehousing Corporation or State Warehousing Corporations established under the Warehousing Corporations Act, 1962. "warehouse" does not include any warehouse owned or operated by the Food Corporation of India, or any other warehouse used for public procurement.

Warehouse Receipt means an acknowledgement in writing or in electronic form issued by a Warehouse owner or operator or his duly authorised representative of the receipt for storage of goods not owned by the Warehouse owner or operator.

WDR Quantitative Survey Report means the survey report to be submitted by the Agency consequent to the completion of the WDR Surveys as per the Contract, the details of which are stated in section 4.2.11 of this RFP.

WDR Survey means the Quantitative Survey on warehousing and users of warehouse receipts to be conducted as described in this RFP, on behalf of WDR.

WDR's Representative means the person referred to in section 3.4.

Acronyms

CWC Central Warehousing Corporation.

Draft Questionnaire Draft questionnaire for the WDRA Quantitative Survey.

EMD Earnest Money Deposit.

FCI Food Corporation of India.

FGD Focus Group Discussion.

Final Survey Questionnaire WDRA Quantitative Survey Questionnaire.

Financial Proposal Financial Proposal.

Financial Selection Financial Selection.

GOI Government of India.

INR Indian Rupees.

Key Takeaway Key Takeaways from FGD.

MIS Management Information System.

NABARD National Bank for Agriculture and Rural Development.

NHB National Horticulture Board.

NIPFP National Institute of Public Finance and Policy.

NWR Negotiable Warehouse Receipt.

Objectives of FGD Statement of Objectives for the **Focus Group Discussion (FGD)**.

Project Manager Project Manager for the WDRA Quantitative Survey.

Respondent Survey Respondent.

SWC State Warehousing Corporation.

Team Supervisor Team Supervisor for the Successful Bidder.

Technical Proposal Technical Proposal.

Technical Selection Technical Selection.

TOR Terms of Reference.

TPDS Targeted Public Distribution System.

Training Manual Training Manual and Instruction Kit.

WDRA Warehousing Development and Regulatory Authority.

WSP Warehouse Service Provider.

Chapter 1

Key Information and Dates

Office address	Warehousing Development and Regulatory Authority, "Warehousing Bhawan", 5 th Floor, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi - 110016
Scope of work	Conduct three nation-wide sample surveys of warehouses, warehouse owners, users of warehouses and warehouse receipts (WDRA Survey)
Tender documents	Tender documents available on WDRA website www.wdra.nic.in and e-tendering portal of the WDRA https://www.tenderwizard.com/WDRA
RFP type	Open
Date and time of availability of RFP for downloading	January 15, 2015 to 11.00 a.m. on February 16, 2015
Pre-bid meeting	January 28, 2015 at 02.30 p.m.
Venue of pre-bid meeting	Warehousing Development and Regulatory Authority, "Warehousing Bhawan", 5 th Floor, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi - 110016
Last date and time of submission of Proposal (Bid Due Date)	February 16, 2015 by 02.00 p.m.
Date of opening bids for evaluating eligibility	February 16, 2015 at 03.00 p.m.
Date of notification of list of eligible Bidders	February 23, 2015 at 11.00 a.m.
Date of opening bids for evaluating Technical Proposal	February 23, 2015 at 03.00 p.m.
Submission of EMD, RFP cost	February 16, 2015 by 02.00 p.m.
Date and time of Financial Proposal opening	March 12, 2015 at 03.00 p.m.
Expected date of signing of Contract (acceptance of Letter of Acceptance) as stated in section 3.26 of the RFP	March 18, 2015
Product/Deliverable	Three Quantitative surveys
Bid validity period	Ninety days from the Bid Due Date
Period of contract	Three years (36 months) from date of signing of Contract .
Cost of RFP	Rs. 5,000 (Rupees Five Thousand Only)
Proposal processing charges	Rs. 2,247 (Rupees Two Thousand Two Hundred and Forty Seven Only)
EMD	Rs. 5,00,000 (Rupees Five Lakh only)

Performance Guarantee	Ten percent of Bid amount
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The expected dates pertaining to eligibility, evaluation and contract signing are subject to change. In case a change is made, it shall be communicated on the **WDRA** website.

Chapter 2

Background

2.1 WDR Act Overview

The WDR Act was constituted under the WDR Act and was made operational on the 26th October, 2010.¹

The WDR Act, provides for the establishment of WDR to exercise the powers conferred on it and to perform the functions assigned to it.² It allows WDR to frame regulations for the development and regulation of warehouses, negotiability of warehouse receipts and requires it to promote the orderly growth of the warehousing business.

WDR consists of a Chairman and two full time Members. It has its Headquarters in New Delhi. The salient features of the WDR Act, are as follows:³

1. Regulation of warehouses registered with WDR issuing Negotiable Warehouse Receipts (NWRs).
2. Liabilities of “warehousemen”.⁴
3. Rights and obligations of holders of NWRs.
4. Powers of the Central Government to frame rules relating to registration, accreditation, etc.
5. Negotiability of NWRs, and the provision of perfect legal title to the holder of the NWR. Since it is backed by a central legislation, it can be traded as well as endorsed by the holder of the receipt. It will also be beneficial for a number of other stakeholders such as banks, financial institutions, insurance companies, trade, commodity exchanges as well as consumers;

¹Ministry of Consumer Affairs, Food and Public Administration, *Notification Constituting WDR*, Gazette of India, Gazette notification creating the agency under the WDR Act., Oct. 26, 2010.

²India, *Warehousing (Development and Regulation) Act, 2007*.

³*Ibid.*

⁴Defined in Section 2(v) of *ibid.*

6. Functioning of other service providers linked to warehouses who are registered with **WDRA**, such as assayers, graders, accreditation agencies etc.
7. Offences and penalties.

2.2 Overview of Warehousing Sector in India

The existing **Warehouse Receipts** in India do not serve as a safe negotiable instruments. There are frequent disputes related to failed delivery and the title of the commodities the **Warehouse Receipts** represent. Therefore, the present **Warehouse Receipt** market does not enjoy the fiduciary trust of farmers and depositors and banks. This is because it is feared that loss on account of fraud or mismanagement or insolvency will not be recoverable in absence of legal remedies. There are therefore, considerable impediments in the negotiability of warehouse receipts creating difficulties to the farmers and other depositors of goods. The *WDR Act*, seeks to make **Warehouse Receipts** a prime tool of trade and finance throughout the country. The *WDR Act*, therefore, seeks to lay down the requirements for **Warehouse Receipts** to become valid negotiable instruments.

Most of the storage capacity available in the country is owned by Government agencies like the **Food Corporation of India (FCI)**, **Central Warehousing Corporation (CWC)**, **State Warehousing Corporations (SWCs)** and Cooperative sector which is utilised for the storage of foodgrains. Similarly, most of the warehousing capacity available with private sector is also utilised for the storage of foodgrains procured by the **FCI** and State agencies for distribution under **Targeted Public Distribution System (TPDS)**. Ensuring the availability and augmentation of storage capacity is one of the main priorities of the Government of India. There is a need that sufficient modern warehousing capacity should be created in the country to store and preserve the foodgrains procured for the Central Pool.

The vision of **WDRA** is centred on scientific storage of commodities, uplifting of the rural Indian farming community by enabling access to bank loans and finances against agricultural goods collateral stored in warehouses. The objectives of **WDRA** are to make provisions for the development and regulation of **Warehouses** and negotiability of warehouse receipts which will ultimately result in:

1. Enabling easier access for **Warehouse** users to loans and pledge financing against **NWRs**;
2. Lower cost of financing against **Warehouse Receipts**;
3. Better access to warehousing facilities by farmers and traders;
4. Shorter and more efficient supply chains;
5. Avoidance of distress sale of agriculture produces by farmers during peak marketing season;

6. Increasing risk absorption capacity within the warehousing sector.
7. Better risk management.
8. Enhanced systems for grading and quality of food grains.

This would in turn, result in higher returns to farmers and better services to consumers. Building a large, high-quality, liquid market for **NWRs** will benefit all those directly or indirectly involved in the agricultural sector.

2.3 Present activities of **WDRA**

WDRA was established in 2010 and currently regulates both government owned and privately owned warehouses issuing **NWRs**. There are currently 551 warehouses registered with **WDRA**. Of these, 101 are issuing **NWRs**. The number of **NWRs** issued by registered warehouses for the period 2014-15 is 5892 and the value of commodities deposited against **NWRs** for the same period is 328.01 crore **Indian Rupees (INR)**. During this period, the quantity of commodities deposited was 1.52 lakh ton and the loan against **NWRs** was 101.66 crore **INR**.

Since 2010, the total number of **NWRs** issued by registered warehouses is 28311 and the total value of commodities deposited is Rs. 2638.37 crore; the total quantity of commodities deposited is 6.83 lakh ton, and the total loan against **NWRs** was 906.33 crore **INR** in this period.

Warehouses are registered for possessing the capacity to store any of a 123 agricultural commodities and 26 horticultural commodities. Post-registration, registered warehousemen are free to issue **NWRs** against any of these commodities.

2.3.1 Registration and accreditation

Before an application for registration can be made, the applicant has to have the warehouse accredited by an accreditation agency authorised by **WDRA**. The complete process of registration is provided below:

1. An applicant (warehouse) seeking grant of certificate of accreditation has to apply in the prescribed manner along with the prescribed accreditation fee to an approved accreditation agency.
2. The accreditation agency has to:
 - ascertain adequate positive net worth of the warehouse;
 - establish proof of ownership or registered lease deed/rent receipt vesting the right with the warehouseman to use the relevant warehouse;

- Warehouse License for carrying out the business of warehousing;
- check the list of commodities/ goods for which the accreditation is being sought;
- inspect the equipment which are necessary for the scientific storage of goods stored / to be stored in the warehouse;
- check whether the necessary insurance policies have been taken;
- check whether the construction standards of warehouse(s) are as per BIS standards/ CWC/ FCI specifications; and
- check for availability of trained manpower.

Once the accreditation agency issues an accreditation certificate, the applicant applies to **WDRA** for registration along with a copy of the accreditation certificate. The accreditation agency is required to inspect the warehouses accredited by it annually and report to **WDRA**.

2.3.2 Regular monitoring

The **WDRA** through the accreditation agencies has put in place a system of monitoring the services of the warehouses. A check list has been provided to ensure that basic facilities for the scientific storage of the agricultural and other goods are available in the accredited/registered warehouses. Provisions have also been made for second inspection in the first year and subsequent yearly inspections for two more years to ensure that proper facilities for safe upkeep of goods continue to remain during the entire period of accreditation/registration. If required, surprise inspections of registered warehouses by the officers of the **WDRA** may also be carried out.

2.3.3 Warehousing Advisory Committee

As per section 34 (1) of the Warehousing (Development and Regulation) Act, 2007, a Warehousing Advisory Committee was constituted to advise the **WDRA** on matters relating to the making of regulations under section 51. The Committee meets to approve the draft regulations framed by **WDRA**.

2.4 Issues

In order to provide a fillip to warehouse financing, and to promote modern, scientific warehousing in India, **WDRA** needs to bring a greater number of **Warehouse**

under its regulatory umbrella. The Hon'ble Finance Minister stated in the Union Budget 2014-15 that:

“As part of strengthening the regulatory framework for commodity markets, the Warehouse Development and Regulatory Authority (WD&RA) has begun a transformation plan to invigorate the warehousing sector and significantly improve post-harvest lending to farmers against negotiable warehouse receipts. This plan will be implemented with vigor.”

This transformation plan announced by the Hon'ble Finance Minister requires **WDRA** to expand its regulatory sphere so as to promote warehousing and warehouse financing in the country. As stated earlier, this will be of benefit to farmers, traders as well as lenders and commodity markets. However, in order to regulate effectively, **WDRA** requires an in-depth understanding of the existing market in warehousing. The current market is fragmented and dominated by government entities. In order to regulate effectively, **WDRA** requires large amounts of information pertaining to warehousing infrastructure, prevalent operational practices, concerns of depositors and lenders, and statistical information on which to base its regulation.

2.5 Scope of work

Through this **RFP**, **WDRA** intends to hire a **Agency** to conduct three nation-wide quantitative sample surveys of **warehouses, warehouse owners and users of warehouses and warehouse receipts**. This will enable **WDRA** and other government agencies to better understand the warehousing market and regulate the sector effectively. The terms of reference and detailed list of deliverables are provided in chapter 4.

In this exercise of conducting the **WDRA Surveys**, **National Institute of Public Finance and Policy (NIPFP)** has been providing research and other expert support to **WDRA**. It will also remain involved in an advisory capacity in the conduct of the **WDRA Surveys**.

Chapter 3

Instruction to Bidders

3.1 Introduction

1. **WDRA** will select an **Agency**, in accordance with the method of selection specified in sections **Eligibility Criteria (4.8)**, **Criteria for technical selection (4.9)** and **Evaluation of Financial Proposals (3.22)** of the **RFP**.
2. The **Bidders** are invited to submit their eligibility documents, a **Technical Proposal** (with covering letter given in section **4.9**) and a **Financial Proposal** (in the format given in section **6.3**) for the conduct of three nationwide **WDRA Surveys** of warehousing industry as specified in this **RFP**. The **Proposal** will be the basis for a **Contract** with the selected **Agency**.
3. **Bidders** are encouraged to attend the pre-bid meeting specified in section **3.15**. Attending the pre-bid meeting is optional.
4. **WDRA** will timely provide at no cost to the **Agency** the inputs and facilities specified in the **RFP**, grant or help in getting necessary permissions as far as possible, and make available relevant data and reports at its disposal.
5. Please note:
 - (a) Defined terms in this **RFP** will override undefined terms used that may be similar in meaning.
 - (b) All references to time in this **RFP** will refer to Indian Standard Time.

3.2 Cost of Bidding

The **Bidders** shall bear all costs associated with the preparation and submission of the **Proposal**, and **WDRA** will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.3 Bid Document

The **Bidders** are expected to examine all instructions, forms, terms and specifications in the **RFP**. This **RFP** together with all its attachments thereto, shall be considered to be read, understood and accepted by the **Bidders**. Failure to furnish all **Information** required by the **RFP** or submission of a **Proposal** not substantially responsive to the **RFP** in every respect will be at **Bidder's** risk and will result in the rejection of his **Proposal**. **Bidders** must submit the requisite Standard Forms (Chapter 6) duly filled in, along with the other documents listed in section

3.6.¹

3.4 WDRA's Representative

The **WDRA's Representative** is the Under Secretary (A&F), **WDRA**, and can be contacted at usaf.wdra@nic.in.

3.5 Language of Proposal

1. The **Proposal** prepared by **Bidders** and all correspondence / documents relating to the **Proposal** exchanged by **Bidders** and **WDRA**, shall be written in English language.
2. Metric measurement system shall be applied.

3.6 Documents Comprising the Proposal

1. Each **Bidder** will submit the following documents for the **Proposal**, duly completed and signed, and **all attachments specified in the forms in chapter 6**.
2. Any application received incomplete or without all required documents and attachments will not be considered.

¹**Please note:** The **RFP** forms the part of **Contract** to be signed between **WDRA** and the **Agency**.

3.7 List of Documents to form part of the Bidders the Proposal

List of documents to form part of the Bidder's Proposal							
Section No.	Sub-items	Eligibility Criteria	Requirement	List of Documents or their details (if required)	Form No. (if applicable)	Page Reference of the Proposal documents	Attached (Yes/No)
4.8.2	a.	Valid incorporation	The Bidder must be validly incorporated as a company, partnership, or limited liability partnership under applicable Indian laws.	(Specify which of the following is attached) Companies: Certificate of incorporation, and a copy of the Memorandum and Articles of Association OR, Partnerships: Certificate of registration in case of partnership or limited liability partnership; and, partnership deed	E_1		
	b.	Business Activities	The Bidder must demonstrate its continuous business in conducting quantitative surveys over financial years 2011-12 to 2013-14.	Listed details of all quantitative surveys conducted by the Bidder in India over financial years 2011-12 to 2013-14, along with details of clients. Copies of work order/contracts	E_2		
	c.	Business of quantitative surveys	The Bidder must have annual turnover of at least Rs. 5 crores from quantitative surveys in India	Audited balance sheets of the Bidder from financial years 2011-12 to 2013- 14, and a letter	E_3		

			financial years 2011-12 to 2013-14.	from Bidder's Chartered Accountant certifying the turnover from quantitative surveys for each year.			
	d.	Surveys	Two National Surveys in 2011-12 to 2013-14; and,	Copy of work order/contract. AND, Completion certificate.	E_2		
	e.		Six National Surveys or Regional Surveys in 2011-12 to 2013-14	Copy of work order/contract. AND, Completion certificate.	E_2		
	f.	Turnover	The Bidder must have an annual turnover of Rupees Fifteen (15) crore or more in each of financial years 2011-12 to 2013-14 from its business in India	Audited balance sheets stating the Bidder's turnover in India of financial years 2011-12 to 2013-14.	E_3		
	g.	Value of surveys	The Bidder must have conducted at least three (3) surveys worth rupees thirty five (35) lakh or more in financial years 2011-12 to 2013-14	List of all such surveys conducted by the Bidder in India over financial years 2011-12 to 2013-14, along with details of clients in the format set out. The Bidder must submit completion certificates for each such survey.	E_2		
	h.	Past record	Bidder should not be blacklisted by any State/Central Govt. or PSUs due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other	Declaration with details, if any	E_1 and section 6.7		

			unethical business practices				
Other documents to be submitted							
3.6	1.	Letter of authorisation	Letter of authorisation by the Board, authorising the signatory, for signing the Proposal, if Proposal is not signed by MD/CEO.		To be provided by Bidder		
	2.	Letter of Authority	Letter of Authority for attending Proposal Opening / Pre-bid meeting		Section 6.4		
	3.	RFP Payment	Proof of payment of Cost of RFP		Copy of DD to be provided		
	4.	EMD Payment	Proof of payment of EMD		Copy of DD to be provided		
	5.	Covering letter	Letter of Proposal submission		Section 6.1		
	6.	Financial Proposal	Financial Proposal submission form		Section 6.3		
	7.	Non-involvement of other entity	Undertaking on the letterhead of the Bidder		Section 6.5		
	8.	Non-deviation	No deviation confirmation		Section 6.6		
	10.	PAN Card and Service Tax		PAN Card number and copy, AND, Service Tax Registration number			

		Registration number					
Documents for technical evaluation (Section 4.9.1)							
1.1	1.	Average total turnover of Bidder		Copy of work order/contract. AND, Completion certificate.	T_1		
1.2	2.	Turnover of Bidder from its quantitative surveys.		Copy of work order/contract. AND, Completion certificate.	T_1		
1.3	3.	Number of years Bidder has been in the business of conducting quantitative surveys.			T_2		
1.4	4.	Number of quantitative National Surveys from 2011-12 to 2013-14		Copy of work order/contract. AND, Completion certificate.	T_3		
1.5	5.	Number of quantitative National Surveys and Regional Surveys from 2011-12 to 2013-14		Copy of work order/contract. AND, Completion certificate.	T_3		

1.6	6.	The Bidder's experience in conducting quantitative National Surveys and Regional Surveys on warehousing and/or agriculture, agricultural commodities, agro-processing		Copy of work order/contract. AND, Completion certificate.	T_3		
2.1	7.	Qualification and experience of Project Manager			T_4		
2.2	8.	Qualifications and experience of Expert on statistics and quantitative surveys			T_4		
2.3	9.	Interviewing manager/supervisor			T_4		
2.4	10.	Qualification and experience of expert on statistics			T_4		

2.5	11	Qualification and experience of 2 Data analysts			T_4		
3.1	12	Technology used in past surveys		Copy of work order/contract. AND, Completion certificate.	T_3		
3.2	13	Infrastructure of bidder			T_5		
4.1	14	Timelines		Copy of work order/contract. AND, Completion certificate.	T_3		
4.2	15	Project approach and methodology					

3.8 Bid Price

1. Prices shall be quoted, in the prescribed form by the **Bidders** in strict compliance with the format as mentioned in Section 6.3
2. Prices quoted shall also be inclusive of all costs towards carrying out any surveys, travel, site visits by its personnel, stay, boarding, lodging, and incidental expenses required for activities mentioned in section 4.1 and 4.2.
3. Inspection of all work/ services, if any, shall be done by **WDRA** or by **NIPFP** (as mentioned in Section 4.4) for which no extra charges shall be payable to the **Agency**. However, all personal and incidental expenses of **WDRA/NIPFP** officers shall be borne by the respective agencies.
4. The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in the lump-sum prices.

3.8.1 Fixed Price

1. Prices quoted by the **Bidders** shall be inclusive of all taxes, and will remain firm and fixed during the **Bidder's** performance of the **Contract**. A **Proposal** submitted with an adjustable price quotation will be treated as non-responsive and rejected.
2. The statutory variation in all taxes, if any, or the imposition of a new tax within the **Contract** period shall be borne by the **Agency**.
3. Prices shall be written both in words and figures (wherever applicable). In the event of difference, the price in words shall be valid and binding.
4. **Bidders** shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. **WDRA** shall deduct applicable Indian income tax from the payments due to the **Bidder** under the **Contract**. **Bidders** are required to provide copy of PAN card and service tax registration along with their offer. The details of service tax registration and category of service tax shall be mentioned by the successful **Agency** in their invoice.

3.9 Bid Currency

Bidders shall submit **Proposal** only in Indian Rupees.

3.10 EMD

1. An EMD of Rs. 5,00,000 (Rupees five lakh only) must be submitted in physical form via a Demand Draft in favour of “Warehousing Development and Regulatory Authority” at “Warehousing Bhawan”, 4/1, 5th Floor, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110 016 on or before the February 16, 2015 by 02:00 p.m., and its copy must be submitted online along with the RFP.
2. WDR A shall reject any Proposals if the EMD has not been submitted by the Bid Due Date and Time.
3. No interest shall be payable by WDR A for the sum deposited as EMD.
4. No bank guarantee will be accepted in lieu of the EMD.
5. The EMD of unsuccessful Bidders will be returned within one month of signing of Contract.
6. The EMD will not be forfeited in case the Bidder withdraws the bid before the Bid Due Date.
7. EMD will be re-funded to the Agency on the signing of the Contract and on receipt of performance guarantee.

The EMD will be forfeited by WDR A in the following events:

1. If the Bidder submits incorrect information and documents.
2. If the Bidder withdraws its Proposal after the Bid Due Date and Time.
3. If the Bidder tries to influence the evaluation process.
4. If the Bidder withdraws his Proposal before the final Award.
5. If the Successful Bidder withdraws his Proposal between winning the bid and formal signing of Contract.

Without prejudice to the above, if the successful Bidder fails to execute the Contract, the Bidders shall be disqualified for a period of 3 years from participating in any of the tender Proposals invited by WDR A.

3.11 Cost of RFP

All Bidders are required to pay Rs. 5,000 (Rupees Five Thousand Only) towards Cost of RFP in the manner stated in section 3.14.4 along with the RFP. The Cost of RFP is Non-Refundable.

Please note that a Proposal which does not provide a proof of deposit of the payment of the Cost of RFP will be rejected as non-responsive.

3.12 Period of Validity of Proposals

1. **Proposals** shall be kept valid for Ninety (90) days from the **Bid Due Date**. A **Proposal** valid for a shorter period shall be rejected by **WDRA** as non-responsive.
2. **Bidders** will not be entitled during the said period of Ninety (90) days, to revoke or cancel their **Proposals** or to vary the **Proposals** given or any term thereof.
3. During this period, **Bidders** shall maintain the availability of professional staff nominated in the **Proposal**.
4. In exceptional circumstances, prior to the expiry of the **Bid Due Date**, **WDRA** may request that the **Bidders** extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A **Bidder** may refuse the request, in which case its **Proposal** will not be considered.

3.13 Format and Signing of Proposal

1. The **Bidder** shall provide all the information sought under this **RFP**. **WDRA** will evaluate only those **Proposals** that are received in the required formats and complete in all respects. Incomplete and /or conditional **Proposals** shall be liable to rejection.
2. The **Bidder** shall submit online only one set of **Proposals** along with one set of required documents in accordance with the guidelines defined in E-Tendering notice as provided in section 3.14.4.
3. In case the **Bidder** needs to upload any written application with the **Proposal**, such document shall be typed and digitally signed by the **Authorised Representative** of the **Bidder**. In case of printed and published documents, only the cover page must be signed. All the alterations, omissions, additions or any other amendments made to the **Proposal** shall be signed by the person signing the **Proposal**.
4. The **Proposal** shall contain serial page numbers.

3.14 Preparation and Submission of Proposals

1. **Bidders** are advised to submit quotations strictly based on the terms & conditions as stated in chapter 4 and other requirements contained in the **RFP** and not to stipulate any deviations.

2. Each **Bidder** shall submit only one set of documents comprising the **Proposal**, in the manner stated in sections 3.14.4 and 3.13.
3. The **Proposal** of a **Bidder** who submits more than one **Proposal** will be rejected. Alternative **Proposals** will not be accepted.
4. The **Proposal** must be accompanied by a Power of Attorney on a non-judicial stamp paper/ legal document for the **Authorised Representative**, unless signed by a key managerial person within the **Bidder's** company/partnership/ other entity.
5. All **Proposals** must be signed by the authorised signatory.
6. Any other **Information**/details required as per **RFP**. The **Bidder** is required to go through the **RFP** and furnish all details required to complete the **Proposal**. In particular, the **Proposal** must contain the documents listed explicitly in this **RFP**.

3.14.1 Part-I

Bidders must submit a statement along with the required documents (as required in section 6.1. In addition for demonstrating its eligibility to participate in the bidding process, the **Bidder** must submit details as required in sections 4.8.1 and 4.8.1. Additionally, the relevant documents stated in the **List of documents to form part of the Bidders Proposal** at section 3.7 must be attached.

3.14.2 Part-II

Technical Proposal (Un-priced **Proposal**) shall contain Un-priced **Proposal** complete with all technical details as mentioned in Section 4.9. Additionally, the relevant documents stated in the **List of documents to form part of the Bidders Proposal** at section 3.7 must be attached.

The details submitted, shall include but not be limited to the following:

1. The **Technical Proposal**, and the signed by **Authorised Representative**.
2. The details required in sections 4.9 and 4.9.

3.14.3 Part-III

Financial Proposal (Price Bid) shall be submitted in accordance with Section 6.3.

Price bid should not have any Commercial and/or Technical stipulation.

Important: Complete **Proposal** in all respect must be digitally signed by e-token of the **Bidder**.

3.14.4 E-tendering notes: Accessing/ Purchasing of Bid Documents

1. The complete **RFP** can be viewed / downloaded from the e-Procurement portal i.e. <https://www.tenderwizard.com/WDRA> free of cost or link on Tender section of **WDRA** website i.e. www.wdra.nic.in or Central Procurement Portal.
2. A Vendors Manual containing the detailed guidelines for e-Procurement system is also available on e-Procurement portal of **WDRA**.
3. It is mandatory for all the bidders to have class-III Digital Signature Certificate from any of the licensed certifying agency (**Bidders** can see the list of licensed certifying agencies from the link www.cca.gov.in) to participate in e-Procurement of **WDRA**.
4. It is mandatory for the bidders to get their firm/company registered with e-procurement portal of **WDRA**, i.e. <https://www.tenderwizard.com/WDRA> to have user ID & password by submitting a non-refundable annual registration charge of Rs. 5,618/- (Five thousand six hundred and eighteen only) which can be paid online through Debit/ Credit Card using the e-payment gateway. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.
5. Tender documents will be available online on website <https://www.tenderwizard.com/WDRA> from January 15, 2015, which can be downloaded free of cost till the last date of submission of tender. However, to participate in the online bidding process, bidders are required to pay a non-refundable fee of Rs. 5,000 (Rupees Five Thousand Only) towards **Cost of RFP** in physical form via a Demand Draft in favour of "Warehousing Development and Regulatory Authority" at "Warehousing Bhawan", 4/1, 5th Floor, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110 016 on or before the February 16, 2015 by 02:00 p.m., and its copy must be submitted online along with the **RFP** on website <https://www.tenderwizard.com/WDRA>. The **Cost of RFP** is Non- Refundable.
6. In addition to this, Bidder shall submit a non-refundable fee of Rs. 2,247/- (Two Thousand Two hundred and Forty Seven only) inclusive of all taxes towards e-bid processing fee paid online through Debit/Credit Card using the e- payment gateway.
7. Validity of **Bidders** registration on the e-Procurement portal of **WDRA**:
 - (a) It shall be the sole responsibility of the bidder(s) to keep the Registration valid up to the original/extended date of submission of bid.
 - (b) **Proposals** can be submitted only during the validity of their registration.
8. **WDRA** may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on website <https://www.tenderwizard.com/WDRA> at any time before the

closing time of tender. The **Bidders** who have downloaded the **RFP** from one of the websites must visit these websites and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered **Bidders** to check the websites for any such corrigendum/addendum till the time of closing of tender and ensure that the **Proposal** submitted by them is in accordance with all the corrigendums/addendums.

9. The **Proposals** shall be submitted online on or before February 16, 2015, by 02.00 p.m. in the prescribed format given on the websites. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers are to be submitted in **Technical Proposal**. Financial Sheet with rates duly filled in are to be submitted in the format provided online in the name of Financial Bid.
10. **Bidders** cannot submit **Proposals** after February 16, 2015, by 02.00 p.m., Indian Standard Time. The time being displayed on e-procurement portal of **WDRA** shall be final and binding on the **Bidder**.

3.15 Pre-bid Meeting

1. The pre-bid meeting will be held at: The Warehousing Development And Regulatory Authority
“Warehousing Bhawan”, 4/1, 5th Floor,
Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110 016
2. The date of the pre-bid meeting will be as given in Chapter 1.
3. The **Bidder** or his authorised representative(s) is advised to attend pre-bid meeting. The purpose of the meeting will be to clarify issue and to answer questions on any matter that may be raised at that stage by the **Bidders**.
4. **Bidders** are requested to submit any queries/clarification/**Information** pertaining to the **RFP** in writing delivered through e-mail to the **WDRA's Representative** prior to date of pre-bid meeting. The queries/ clarifications must be in the format given in section 6.9.
5. Queries/ clarifications/ request for **Information** pertaining to the **RFP** must refer to the specific sections and clauses of the **RFP**.
6. **WDRA's** responses to **Bidder's** queries/ clarifications will be furnished during the pre-bid meeting. Any modification of the **Proposal**, which may become necessary as a result of the pre-bid meeting/ queries/ clarifications, shall be conveyed through issue of an Addendum/ Amendment/ Corrigendum to the **RFP**.
7. **WDRA** is not obligated to respond to all queries and clarifications received.

8. No queries/ clarifications will be entertained after the pre-bid meeting.
9. Any changes required to be made to the RFP pursuant to the pre-bid meeting will be placed as a corrigendum on the WDR website and the e-tendering portal.

3.16 Bid Due Date

1. Proposals must be received not later than February 16, 2015 by 02.00 p.m.
2. WDR may, at its discretion, extend the Bid Due Date, in which case all rights and obligations of WDR and the Bidders, previously subject to the Bid Due Date, shall thereafter be subject to the new Bid Due Date as extended.

3.17 Late Proposals

Any Proposal received by WDR after the Bid Due Date and time prescribed in RFP will not be accepted.

3.18 Modification and Withdrawal of Proposals

1. The Bidder may modify or substitute the documents comprising the Proposal (including the eligibility documents, the Technical Proposal and Financial Proposal) after submission but before the Bid Due Date, provided that the Bidder detaches the old documents submitted in the electronic form from the Tenderwizard and uploads the modified or substituted documents.
2. Do not withdraw your bid in case of any modification/substitution of Proposal. Withdrawal will not allow further participation / modification / substitution of Proposal.
3. No Proposal shall be modified subsequent to the deadline for submission of Proposals.
4. For withdrawal of the Proposal, the Bidder will have to click on withdrawal icon at Tender Wizard and can withdraw its Proposal prior to the Bid Due Date. However it may be noted that once the Proposal has been withdrawn, Bidder cannot participate again in the e-tender.

5. The **Bidders** are advised to submit their **Proposals** well before the **Bid Due Date**. **WDRA** or Tenderwizard shall not be responsible for any delay in submission of e-bids for any reason whatsoever.
6. The **Technical Proposal** and **Financial Proposal** shall be digitally signed by the **Authorised Representative** of the **Bidder** & submitted online only. The authorised signatory of the **Bidder** must be in possession of Power of Attorney before submitting the digitally signed **Proposal**.
7. Scanned copies of various documents can be prepared in different file format (PDF, JPEG). **Bidders** can upload a single file of size 5 MB only but they can upload multiple files.
8. Once quoted, **Bidder** shall not make any price changes after the **Bid Due Date**, whether resulting or arising out of any technical/commercial clarifications sought regarding the **Proposal** within the scope of work, even if any deviation or exclusion may be specifically stated in the **Proposal**. Such price change shall render the **Proposal** liable for rejection. All responses to request for clarifications shall be in writing.

3.19 Opening of **Proposals**

1. **WDRA** will follow a three-stage process of evaluation of the **Proposals** submitted.
2. **WDRA** will first evaluate the eligibility of the **Bidder** as per section 4.8.
3. **WDRA** will then evaluate the **Technical Proposal** as per section 4.9 of only those who qualify on the basis of eligibility criteria as per section 4.8.
4. **WDRA** will finally open the **Financial Proposal** of the **Bidders** of those qualifying on the basis of technical criteria as per section 4.9.
5. The **Proposals** submitted will be opened at the following address as per Chapter 1:

The Warehousing Development And Regulatory Authority,
"Warehousing Bhawan", 4/1, 5th Floor, Siri Institutional Area,
August Kranti Marg, Hauz Khas,
New Delhi-110 016
6. Submission and receipt of **Proposals** will not be a confirmation of eligibility. The evaluation of eligibility will be done by **WDRA** as per section 4.8.
7. **Bidders** are invited to be present at the time of the opening of the **Proposals** as per the dates provided in Chapter 1.
8. The relevant **Information** pertaining to the **Proposal**, as **WDRA**, at its discretion may consider appropriate, will be read out at the time of opening of

the **Proposals**.

9. Unsolicited clarification to the **Proposal** and/or change in price during its validity period would render the **Proposal** liable for outright rejection.
10. To assist in the examination, evaluation and comparison of **Proposals** if it becomes absolutely necessary, **WDRA** may, at its discretion, ask the **Bidder** for a clarification of its **Proposal**. The request for such clarification and the response shall be in writing and no change in the price or substance of **Proposals** shall be sought, offered or permitted.

3.20 Evaluation of eligibility requirements

1. **WDRA** will open the documents regarding eligibility criteria submitted by **Bidders** and evaluate them as per the requirements of section 4.8.
2. The **Proposals** regarding eligibility will be judged strictly as per the requirements stated in sections 4.8.1 and 4.8.1. The evaluation will be done on a consideration of all documents submitted as part of the **Proposal**.
3. The list of **Bidders** who have met the eligibility criteria specified in section 4.8 will be communicated to the eligible **Bidders**.

3.21 Evaluation of **Technical Proposal**

1. **WDRA** will open the **Technical Proposal** submitted by the **Bidders** who have met the eligibility criteria specified in section 4.8.
2. Prior to the evaluation and comparison of **Proposals**, **WDRA** will determine substantial responsiveness of each **Proposal** to the **RFP** documents. A substantially responsive **Proposal** is one which conforms to all the terms and conditions of the **RFP** without material deviations or reservations. **WDRA**'s determination of a **Proposal**'s responsiveness is to be based on the contents of the **Proposal** itself without recourse to the extrinsic evidence.
3. A **Proposal** determined as substantially non-responsive will be rejected by **WDRA** and may not subsequently be allowed to be made responsive by the **Bidder** by correction of the non-conformity.
4. A **Proposal** shall be considered non-responsive and rejected, if deviations are made to the following provisions of **RFP** by the **Bidder**:-
 - (a) Scope of Work & Completion Period / Timeline as specified in the **RFP** in section 4.
 - (b) Period of validity of **Proposals** as per Section 3.12.
 - (c) Force Majeure as per Section 5.16.

- (d) Resolution of Dispute/Arbitration as per Section 5.7.
 - (e) **Financial Proposal** as specified in 6.3.
 - (f) Termination of **Contract** as per 5.13.
 - (g) Schedule of Payments specified in Section 5.4.
 - (h) Any advance sought by the **Bidder**.
 - (i) Any other condition(s) specifically stated in the **RFP** Document elsewhere that non-compliance of the clause lead to rejection of the **Proposal**.
5. The **WDRA** shall evaluate the **Technical Proposal** on the basis of responsiveness to the **Terms of Reference (TOR)** given in Chapter 4, applying the criteria specified in sections 4.9. Each responsive **Proposal** will be given a technical score (St). A **Proposal** shall be rejected at this stage if it does not respond to important aspects of the **RFP**, and particularly the **TOR** (Chapter 4) or if it fails to achieve the minimum technical score indicated in this section below.
 6. Marks will be awarded as per section 4.9. The maximum total marks are 65.
 7. The minimum technical score for qualification is 65% of the total 65 marks allotted for technical evaluation.
 8. **Proposals** not confirming to technical specification/requirements as mentioned in 4.9 will be rejected.
 9. Conditional **Proposals** will be liable for rejection.
 10. Evaluators of **Technical Proposals** shall not have access to the **Financial Proposals**. **Financial Proposals** of acceptable **Bidders** shall be opened only after carrying out the technical evaluation in full conformity with the provisions of the **RFP**.

3.22 Evaluation of **Financial Proposals**

1. **WDRA** will notify the **Bidders** that have secured the minimum qualifying mark, to enable the **Bidders** to attend the opening of the **Financial Proposals** on the date given in Chapter 1.
2. Marks will be awarded in the following manner:
 - (a) The **Financial Proposal** with the lowest amount in Rupees shall be given 35 marks.
 - (b) Every subsequent higher **Bidder** will be awarded marks on the following basis:

- $(1 - ((\text{Higher Proposal} - \text{Lowest Proposal}) / \text{Higher Proposal})) * 35$

For example, if the lowest **Proposal** is Rs. 2 crore, and one of the higher **Proposals** is Rs. 3 crore:

- $(1 - ((3-2)/3)) * 35 = 23.3$ marks

3.23 Combined Quality and Cost Evaluation

The total score shall be obtained by adding the total technical score and financial score, as follows:

$$S = St + Sf$$

Where S = total score

St = technical score

Sf = financial score

Generally, the **Successful Bidder** shall be the **Bidder** having the highest total score (S). In the event two or more **Proposals** have the same scores in the final ranking, the **Proposal** with the higher technical score shall be ranked first.

3. The name of the **Successful Bidder** will be published on the **WDRA** website. **WDRA** will notify the **Successful Bidder** by e-mail, that its **Proposal** has been accepted.

3.24 Contacting **WDRA**

1. **WDRA** will not entertain any queries regarding this **RFP** or any related matter from the date of publication of this **RFP** and the **Bid Due Date**, except as per section 3.15. All communications and/ or clarifications to be made by **WDRA** will be published on its website only.
2. All **Bidders** must submit an official e-mail address to **WDRA** as part of the **Proposal**. All communication with **Bidder**, **Successful Bidder** and the **Agency** after the **Bid Due Date** will be via this e-mail address.
3. **Bidders** shall not contact **WDRA** on any matter relating to their **Proposals**, from the time of **Proposals** submission to the time the **Contract** is awarded.
4. Any efforts by a **Bidder** to influence **WDRA** in **Proposal** evaluation, **Proposal** comparison or contract **Award** decisions will result in the rejection of the **Proposal**.

3.25 Right to Accept Any Proposal and To Reject Any Or All Proposals

1. WDR A reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals, at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or; any obligations to inform the affected Bidder or Bidders of the ground for WDR A's action.
2. A Bidder if he so desires, may seek in writing the reasons for rejection of their Proposal, to which WDR A shall respond quickly.

3.26 Acceptance of award

1. After the Agency has been notified that his Proposal has been accepted, WDR A will send to such Bidder a Letter of Acceptance incorporating this RFP, the Proposal and the Contract.
2. WDR A will send the Letter of Acceptance to the successful Bidder, who, within 5 days of receipt of the same, shall sign and return it to WDR A, in token of acceptance of the Contract.

3.27 Undertaking to be Filled, Duly Signed and submitted along with the Technical Proposal of the Proposal

An agreement on the letterhead of the Bidder is required to be submitted as per the enclosed format (Section 6.5) regarding non-involvement of any other entity or Government of India in respect of the present Contract.

3.28 Submission of Forged Documents

1. Bidders are required to furnish the complete and correct Information / documents required for evaluation of their Proposals. If the Information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Proposals and forfeiture of EMD.
2. In case, the Information / document furnished by the Agency forming basis of evaluation of his Proposal is found to be false /forged after the Award of the Contract, WDR A shall have full right to terminate the Contract and

get the remaining job executed at the risk & cost of such Agency without any prejudice to other rights available to WDR A under the Contract such as forfeiture of Performance Guarantee, withholding of payment etc.

3. In case this issue of submission of false document comes to the notice after execution of work, WDR A shall have full right to forfeit any amount due to the Agency along with forfeiture of Performance Guarantee furnished by the Agency.
4. Further, such Agency shall be put on WDR A's blacklist, debarring it from future business with WDR A.

3.29 Conflict of Interest

1. WDR A requires that Agency provide professional, objective, and impartial advice and at all times hold WDR A's interests paramount, strictly avoid conflicts with other assignments/job or their own corporate interests and act without consideration for future work.
2. Without limitations on the generality of the foregoing, Agencies, and any of their affiliates, will be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (a) **Conflicting Activities:** A firm that has presently been engaged by WDR A to provide services other than this WDR A Survey then the Agency and any of its affiliates shall be disqualified for the purpose of this WDR A Survey. Conversely, a firm and any of its affiliates hired to perform the WDR A Survey for the preparation of the implementation of this project, shall be disqualified from subsequently providing goods or works or services for subsequent projects, other than services resulting from directly related to the Agency's WDR A Survey for such preparation or implementation.
 - (b) **Conflicting Assignment/job:** An Agency (including its Personnel and Sub-Agencies) or any of its affiliates will not be hired for any WDR A Survey that, by its nature, may be in conflict with another WDR A Survey of the Agency to be executed for the same or for another employer.
 - (c) **Conflicting Relationships:** An Agency (including its Personnel and Sub-Agencies) that has a business or family relationship with a member of NIPFP's staff or WDR A's staff who is directly or indirectly involved in any part of (i) the preparation of the TOR of the RFP, (ii) the selection process of the WDR A Survey, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from the relationship has been resolved in a manner acceptable to WDR A throughout the selection process and the execution of the Contract.

3. **Agencies** have an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of **WDRA**, or that may reasonably be perceived as having this effect. If the **Agency** fails to disclose said situations and if **WDRA** comes to know about any such situation at any time, it may lead to the disqualification of the **Agency** anytime thereafter.

3.30 Fraud and Corruption

1. **WDRA** requires that **Agencies** participating in **WDRA**'s Projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a **Contract**. In pursuance of this policy, **WDRA** defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (a) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (b) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (c) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (d) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (e) "Obstructive practice" is
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an employer investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or 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
 - ii. acts intended to materially impede the exercise of the employer's inspection and audit rights
2. **WDRA** will reject a **Proposal** for **Award** if it determines that the **Bidder** recommended for **Award** has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the **Contract** in question.

3. **WDRA** will sanction an agency, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a **Contract** if it at any time determines that the **Bidder** has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a **WDRA Contract**.

3.31 **Technical Proposal Format and Content**

Bidders are required to submit **Technical Proposal** as specified in 4.9. **Bidders** may provide comments and suggestions, if any, on the **TOR** (Chapter 4) including workable suggestions that could improve the quality/ effectiveness of the assignment. The above comments and suggestions, if any, should be incorporated into the description of the survey design and methodology (Section 4.9). Any comments and suggestions must be clearly marked out as such, and must contain a reference to this section of the **RFP**.

3.32 **Availability of Professional Staff/Experts**

1. The **Agency** shall not be allowed to substitute **Project Team** given in the **Proposal** after the **Bid Due Date** and the signing of the **Contract**
2. If it is established that **Project Team** were included in the **Proposal** without confirming their availability, the firm may be disqualified.
3. During execution of the **Contract**, if for unavoidable reasons, the **Agency** proposes substitution of a member of **Project Team**, the same may be allowed by the **WDRA**, without any prejudice to the timelines. However, in such a situation also, the **Project Team** proposed for substitution shall have qualifications and experience equal to or better than the **Project Team** earlier working for the assignment, and approved by **WDRA**.

3.33 **Confidentiality during the bidding process**

1. **Information** relating to evaluation of **Proposals** and recommendations concerning **Awards** shall be disclosed to the **Bidders** who submitted the **Proposals** to the extent mentioned in the **RFP** and the same shall not be disclosed to other person(s) not officially concerned with the process, until the publication of the **Award of Contract**.
2. The undue use by any **Bidder** of confidential **Information** related to the process may result in the rejection of its **Proposal** and may be subject to the provisions of **WDRA's** fraud and corruption policy.

Chapter 4

Terms of Reference

4.1 Scope

This proposal is for conducting three nation-wide quantitative **WDRA Surveys** of warehouse owners, operators and **Users** of warehouses (collectively referred to as **Respondents**) and **Warehouse Receipts** for three consecutive years - 2014-15/2015-16 , 2016-2017 and 2017-2018 . The scope is further defined and explained in section **4.2**.

4.2 Deliverables

1. The deliverables in this section must be designed and implemented in a manner so as to satisfy the objectives stated in section **4.3**.
2. The deliverables in this section will be subject to the other terms contained in this Chapter **4**.

4.2.1 Statement on objectives of the **FGDs**

The **Agency** will conduct six (6) **FGDs** - Two (2) each with warehouse owners, warehouse users (depositors) and other users of warehouse receipts (lenders, etc.). Before conducting the **FGDs**, the **Agency** must provide to **WDRA** a **Statement of Objectives for the FGD (Objectives of FGD)** for the **FGDs** within ten (10) days from the date of signing the **Contract**.

Process

1. The **FGDs** will be conducted only in 2014-15/2015-16 .

2. The **Objectives of FGD** of the **FGDs** (referred to in sub-section 4.2.1) must be prepared in consultation with **WDRA** and **NIPFP**.
3. The design of **FGD**:
 - (a) **FGDs** with a total of at least ten (10) participants engaged in the business of warehousing, including warehouse operators, collateral managers and lenders.
 - (b) The **FGD** must be conducted to generate inputs for the development of the **Draft Questionnaire**.
 - (c) The information of the participants must be recorded in a pre-designed format.
 - (d) The proceedings of the **FGDs** must be recorded and analysed by the **Agency**.
4. The **FGDs** must be conducted with a view to satisfying the requirements stated in section 4.2.11.

4.2.2 Key Takeaways from FGDs (Key Takeaways)

After conducting the **FGDs**, the **Agency** will submit to **WDRA** a note explaining the **Key Takeaways** from the **FGDs** including all of the following:

1. Detailed responses of **Respondents** to the questions asked during the **FGDs**;
2. Summary of major points made by **Respondents** during the **FGDs**.

Process

1. After the approval of the **Objectives of FGD** as per sub-section 4.2.1, the **Agency** will prepare a list of questions for the **FGDs**.
2. The list of questions for the **FGDs** will be approved by **WDRA**.
3. The **Agency** will then conduct the **FGDs**.
4. **NIPFP** and **WDRA** will be invited to attend at least two of the **FGDs**.
5. After the **FGDs**, the **Agency** will submit the **Key Takeaways** to **WDRA** within five (5) days.

4.2.3 Revised methodology

The **Agency** must review its **WDRA Survey** methodology submitted in its **Proposal**, and submit it to **WDRA** within five (5) days of completing the last **FGD** taking into account the observations from the **FGD**.

4.2.4 Draft questionnaire

The **Agency** must submit a **Draft Questionnaire** to **WDRA** within (5) days of submitting the revised methodology referred to in section 4.2.3.

Process

1. While preparing the **Draft Questionnaire**, the **Agency** must consult **WDRA** and **NIPFP**.
2. The **Draft Questionnaire** will be used for a **Pilot Survey** after being approved by **WDRA**.

4.2.5 Pilot Report

1. The **Agency** must conduct a **Pilot Survey** and submit a **Pilot Report** to **WDRA** within fifteen (15) days of the approval of the **Draft Questionnaire**.
2. The **Pilot Report** must state how the **Draft Questionnaire** was tested, along with testing of response rates and data retrieval methods.
3. The **Agency** must choose a representative sample of **Users** for the **Pilot Survey**. The sample must be decided in consultation with **WDRA** and **NIPFP**.
4. The **FGDs** must be conducted with a view to satisfying the requirements stated in section 4.2.11.

Process

1. After the approval of the **Draft Questionnaire** as per sub-section 4.2.4, the **Agency** will conduct a **Pilot Survey**.
2. **NIPFP** and **WDRA** will have the right to monitor the conduct of the **Pilot Survey**.

4.2.6 **WDRA Quantitative Survey Questionnaire (Final Survey Questionnaire)**

1. The **Agency** must submit a **Final Survey Questionnaire** to **WDRA** within five (5) days of the completion of the **Pilot Survey**.
2. The **Agency** will prepare **Final Survey Questionnaires** for 2016-2017 and 2017-2018 taking into account the previous **WDRA Surveys** and inputs from **WDRA** and **NIPFP**.

Process

1. **WDRA** and **NIPFP** will provide inputs on the **Final Survey Questionnaire** within five (5) days of receiving the **Final Survey Questionnaire** from the **Agency**.
2. The **Final Survey Questionnaire** prepared in 2014-15/2015-16 must be revised in 2016-2017 in consultation with **WDRA** and **NIPFP**.
3. The **Final Survey Questionnaire** prepared in 2016-2017 must be revised in 2017-2018 in consultation with **WDRA** and **NIPFP**.

4.2.7 Training manual and instructions for investigators

1. The **Agency** must submit a **Training Manual and Instruction Kit (Training Manual)** to be used to train its investigators to **WDRA**.
2. **WDRA** and **NIPFP** will provide inputs on the **Training Manual** within five (5) days of receiving the **Final Survey Questionnaire** from the **Agency**.

4.2.8 MIS - Survey schedule, updated every 10 days

1. Before initiating the **WDRA Survey**, the **Agency** must provide a **Management Information System (MIS)** to **WDRA**.
2. The format of the **MIS** must be prepared in consultation with **WDRA**.
3. The **MIS** must contain the daily schedule and work plan for the **WDRA Survey**, and other details as per **WDRA's** request.
4. The **Agency** must update the **MIS** daily.
5. The **Agency** must submit a detailed and updated **MIS** to **WDRA** every ten (10) days. This must contain:
 - (a) copies of the daily updated **MIS**;
 - (b) location-wise targets and achievements;
 - (c) summary of information collected for each district; and
 - (d) details of **WDRA Survey** schedule for the next ten (10) days.

4.2.9 Interim **WDRA Survey** datasets

The **Agency** must provide interim datasets during the **WDRA Survey** to **WDRA** every ten (10) days.

4.2.10 Quantitative Survey Design

The Bidder must submit a proposal for the Survey Design as per the requirements stated in this section, and that will meet the requirements stated in section 4.2.11.

Coverage

1. The WDR Survey proposes to cover at least 100 districts spread across the geographical area of India capturing all the states and union territories.
2. The districts to be sampled will be distributed proportionally with reference to the distribution of warehouses across the States, but at least one district in every State will have to be covered.
3. WDR, in consultation with NIPFP will provide the list of districts to be sampled to the Agency. This information will be provided to the Agency within three working days of signing the Contract. The Agency will not change or deviate from this list without prior written approval from WDR. WDR will communicate its decision regarding any such request within forty-eight hours of the receipt of the request from the Agency.
4. The WDR Survey must cover at least one thousand (1,000) Public Warehouses and Private Warehouses, including Agricultural Warehouses and Non-agricultural Warehouses; and at least three thousand (3,000) Users spread across the selected hundred districts taking into account warehouse density, location, agricultural output and population, etc.
5. The WDR Surveys must only cover Warehouses with a capacity of at least two thousand metric tonnes or more, except for Warehouses owned/operated by Primary Cooperative Societies. The minimum capacity for Primary Cooperative Societies for the purpose of the WDR Surveys must be a hundred metric tonnes or more.
6. The Users must be surveyed within the following parameters:
 - (a) Users must be selected randomly using the records of the Warehouses surveyed.
 - (b) As far as possible, the Users selected from the same Warehouse's records must not be the owner/ operator of the Warehouse.
 - (c) At least two Lenders must be surveyed in every district.
 - (d) The Agency will not change or deviate from this requirement without prior written approval from WDR.
7. The sample of the Respondents will be randomly selected from the list of depositors in the warehouses surveyed.

8. The selection of these **Respondents** will be based on selection criteria such as the quantity deposited with the warehouse, distance of the **Respondent** from the warehouse, etc.
9. The **WDRA Survey** of warehouses will require a visit to the warehouse and interviews with the owner/ operator of the warehouse.
10. The **WDRA Survey** of other **Respondents** will require a visit to their respective households/ workplace and conducting the electronically enabled survey through personal interviews on the spot or at a scheduled date.
11. The sample for the **WDRA Surveys** in 2016-2017 and 2017-2018 must contain at least fifty (50) percent new **Warehouses** and **Users** compared to the **WDRA Survey** conducted under the **Contract** in the previous year. The sample for the **WDRA Survey** in 2016-2017 and 2017-18 must be drawn from the revised list of warehouses provided by **WDRA** after the first annual survey.

4.2.11 WDRA Quantitative Survey Report

1. The **Agency** must submit a **WDRA Quantitative Survey Report** to **WDRA** within twenty-one (21) days of the completion of the **WDRA Surveys**. Each **WDRA Quantitative Survey Report** must contain:
 - (a) A clean dataset in CSV format.
 - (b) An analysis and set of findings based on the information captured during the **WDRA Survey** for all the **WDRA Surveys**.
2. The **WDRA Quantitative Survey Reports** must be exhaustive and demonstrate the following:
 - (a) The objectives stated in section 4.3 have been met.
 - (b) The **WDRA Surveys** covered at least one district in every **State**.
 - (c) The **WDRA Surveys** adequately covered **Respondents** owning, operating all commonly found types of **Warehouses** in a representative manner. These include:
 - i. standalone **Warehouses**;
 - ii. warehouses empanelled/ licensed with commodity exchanges;
 - iii. **Warehouses** owned and operated by the Central Warehousing Corporation, and State Warehousing Corporations;
 - iv. **Warehouses** registered by **WDRA**;
 - v. cold storages, and
 - vi. **Warehouses** owned and operated by Primary Cooperative Societies.

- vii. **Warehouses** owned and/ or operated by **Warehouse Service Providers (WSPs)** and collateral managers;
 - viii. **Warehouses** constructed under programs and schemes of Central government departments or agencies such as **National Bank for Agriculture and Rural Development (NABARD)**, including cold storages under schemes of the **National Horticulture Board (NHB)** and Ministry of Food Processing Industries.
- (d) The **WDRA Survey** adequately covered different categories of **Users** in every district, and assessed their usage and perception of **Warehouse Receipts**, including their concerns relating to the surveyed **Warehouses**, their concerns relating to trading and/ or lending against **Warehouse Receipts**, and their perceptions regarding the benefits and potential benefits of **Warehouse Receipts** as financial instruments.
- (e) Adequate representation in the **WDRA Survey** was given to **Warehouses** located in rural and urban areas.
- (f) Adequate representation was given to **Warehouses** storing both **Agricultural Commodity** and non-**Agricultural Commodity**.
- (g) At the minimum:
- i. Fifty (50) **Agricultural Warehouses** covered must be cold storages, distributed across the surveyed **States**.
 - ii. Fifty (50) of the **Agricultural Warehouses** covered must be owned or operated by Primary Cooperative Societies, distributed across the surveyed **States**.
- (h) The sample of the **Warehouses** was a random sample, selected randomly based on some selection criteria such as **Warehouse** density, location, agricultural output and size of the warehouses, etc.

4.2.12 Survey Material

The **Agency** in consultation with **WDRA** and **NIPFP**, would be required to develop the **Survey Materials**, including:

1. The location map for the warehouses;
2. Listing of all the **Respondents**;
3. The **WDRA Survey** instruments for warehouse owners, **Users** of warehouses and warehouse receipts.

4.2.13 General obligations with respect to Deliverables listed in section 4.2

1. The **Agency** will be responsible for coding and validating the data, factoring in the quality checks and observations of **WDRA**. The database thus developed shall be property of **WDRA**. The **Agency** would then prepare the finalised data sets and would be responsible for responding to and satisfying any queries raised by **WDRA** and **NIPFP** during the finalisation of the results.
2. The **WDRA Survey** will be designed using state-of-the-practice methods.
3. The **Agency** shall provide necessary staff and training to collect data.
4. The **Agency** is expected to prepare all printed material and assemble sampling frame and any other material that may be necessary for the quantitative survey.

4.3 Objectives of the quantitative surveys

The objectives of the quantitative survey are to get information on the following, as far as possible:

1. The infrastructure standards of warehouses and their variations across the country:
 - (a) Whether the **Warehouses** are licensed or not;
 - (b) The extent to which **Warehouses** in India meet prescribed **CWC/BIS/FCI** standards;
 - (c) Infrastructure standards of **Warehouses** affiliated to commodity exchanges;
 - (d) Patterns and variations in **Warehouse** infrastructure across the country;
 - (e) Types and varieties of commodities stored, both **Agricultural Commodity** and **non-agricultural commodities**;
 - (f) Storage practices with respect to non-agricultural commodities;
 - (g) Operational processes within the warehouse;
 - (h) Insurance coverage for the infrastructure;
 - (i) Insurance coverage for commodities stored and the employees, and whether the insurance coverage indemnifies for fire, flood, theft, burglary, misappropriation, riots, strikes or terrorism;

- (j) Whether the warehouseman is keeping records and accounts of the warehousing business that are in numerical sequence separate and distinct from the records and accounts of any other business;
 - (k) Staff capacity and personnel deployment at **Warehouses**, including the number of staff and level of training they have received.
2. The types of entities owning and operating warehouses, both public and private:
 - (a) Types of legal or natural entities owning **Warehouses**;
 - (b) Types of legal or natural entities operating **Warehouses**;
 - (c) Net-worth of such entities;
 - (d) Warehousing practices, processes and protocols and variations relating to stacking, weighing, sampling, inspections, grading, valuation and lab facility; and
 - (e) Proportion of storage capacity used for storage of own commodities.
 3. The types of persons, including farmers using warehouses for storage and financing, and their concerns:
 - (a) Occupational profile e.g. farmer, trader, lender, manufacturer;
 - (b) Purpose of **Warehouse** usage e.g. storage for taking a loan, storage for self-consumption, storage for trading, etc.; and
 - (c) Issues with **Warehouses** used.
 4. The concerns of **Users** of warehouses and **Warehouse Receipts**, including lenders and exchanges:
 - (a) Number of disputes related to commodities stored;
 - (b) Performance requirements for warehouses linked to exchanges;
 - (c) Amount of lending against **Warehouse Receipt** done by surveyed lenders;
 - (d) Issues regarding viability and credibility of **Warehouse Receipts** as collateral for lenders; and
 - (e) Present borrowing/ lending against **Warehouse Receipts**.

4.4 Quality Controls

The **Agency** must ensure all the following:

1. A well-planned training program for field investigators;
2. Ensuring the coverage of pre-decided number of **Respondents** and complete information from the **Respondents**, including complete contact details;

3. Development and usage of accurate translated versions of the **Final Survey Questionnaire** across different **States**, as far as practicable. The final determination of the number of translations required must be done in consultation with **WDRA**.
4. The **Agency** will have to carry out the **WDRA Survey** using computer aided (electronic devices such as tablets with GPS/GPRS and audio/ video recording facility) devices.
5. The filled up questionnaire must be electronically uploaded by the investigator as soon as possible, and in any case, within seventy-two hours of filling up the questionnaire.
6. The **WDRA Survey** must be completed within the timelines specified in section 4.6.
7. The **Team Supervisor for the Successful Bidders (Team Supervisors)** will be required to check the completed (filled-in) **Final Survey Questionnaires** for inter and intra-consistency of the data, missing observations in the **Final Survey Questionnaire** filled in by his/ her team of investigators;
8. The **Agency** must provide at least fifty (50) investigators/ field staff for surveying the **Respondents**;
9. The investigators used for the **WDRA Surveys** must possess at the minimum, a graduation degree and have conducted at least three (3) quantitative surveys in the past;
10. The **Agency** will appoint the **Project Manager for the WDRA Quantitative Survey (Project Manager)**, as proposed in the **Proposal**, as the **Authorised Representative** for the **Contract**, subject to **WDRA** approval. This representative shall be deployed full time for the project. Additionally,
 - (a) The **Authorised Representative** shall have the authority to represent the **Agency** on all day-to-day matters relating to the system or arising from the **Contract**. The **Agency's** representative shall give to **WDRA** all the **Agency's** notices, instructions, information, and all other communications under the **Contract**.
 - (b) All notices, instructions, information, and all other communications given by the **WDRA** or **WDRA** to the **Agency** under the **Contract** shall be given to the **Authorised Representative** or, in its absence, its deputy, except as otherwise provided for in this **Contract**.
11. If any representative or person employed by the **Agency** is removed, the **Agency** shall, where required, promptly appoint a replacement.
12. The **Team Supervisor** will be required to revisit at least ten (10) percent of the **Respondents** for verification and quality of work done, without informing the investigator who interviewed the **Respondent**.

13. The **Team Supervisor** will be required to provide information relating to the quality of the work done by the investigators to **WDRA**.
14. The **Agency** will enable and facilitate regular inspections of the work done by **WDRA** in consultation with **NIPFP**;
15. The inspections may be in the form of concurrent or post-survey inspection;
16. If any irregularities are found as a result of these inspections, the **Agency** will have to rectify the same. **WDRA**'s decision in this regard shall be final and binding on the **Agency**.
17. The **Agency** will be required to ensure the presence of the **Team Supervisors** at the time of physical inspections by **WDRA** and **NIPFP**.
18. **WDRA** must be provided details of **Respondents**, including contact details and precise geographical information; and
19. **WDRA** must be provided details of the **Team Supervisors** and investigators employed by the **Agency** to carry out the **WDRA Surveys**.
20. In case any fields in the **Final Survey Questionnaire** are left blank the investigator will have to provide an explanation of why the field(s) is not filled.
21. The **Agency** must appoint and as far as possible, retain the same **Project Manager** for all the **WDRA Surveys**.
22. In case of a change in **Project Manager** for the **WDRA Surveys** in 2015-16, and 2016-17, the **Agency** must undertake to provide a **Project Manager** with equivalent experience, qualifications and skills.

4.5 Transparency and access to information

The **Agency** will provide, upon request, any information collected during the **WDRA Survey** to **WDRA**. This includes:

1. Schedule and timelines of **WDRA Surveys** for audit and monitoring purposes;
2. **Final Survey Questionnaires** filled in by respondents during the **WDRA Survey**;
3. **WDRA Survey** data collected and stored by the **Agency** prior to the completion of the **WDRA Survey**;

4.6 Timelines for delivery

4.6.1 Survey I (2014-15/2015-16)

Deliverables	Duration in working days
Expected date of signing contract with Successful Bidder	March 18, 2015
Date Agency will commence work	C+3
Statement on objectives of the FGDs	C+18
Key Takeaways	C+ 23
Revised methodology	C+28
Draft Questionnaires	C+36
Pilot Report	C+51
Final Survey Questionnaire	C+58
Training Manual	C+68
MIS	C+78
First interim dataset	C+88
Second interim dataset	C+98
WDRA Quantitative Survey Report	C+116

4.6.2 Survey II (2016-2017)

Deliverables	Duration in working days
Intimation to Agency concerning WDRA Survey	July 4, 2016 ("C2")
Draft Questionnaires	C2+10
Final Survey Questionnaire	C2+20
MIS	C2+30
First interim dataset	C2+40
Second interim dataset	C2+50
WDRA Quantitative Survey Report	C2+68

4.6.3 Survey III (2017-2018)

Deliverables	Duration in working days
Intimation to Agency concerning WDRA Survey	October 30, 2016 ("C3")
Draft Questionnaires	C3+10
Final Survey Questionnaire	C3+20
MIS	C3+30
First interim dataset	C3+40

Second interim dataset	C3+50
WDRA Quantitative Survey Report	C3+68

4.7 Common requirements for eligibility and technical evaluation

1. Every page of the **Proposal** must be serially numbered;
2. The supporting documents that are common to both sections 4.8 and 4.9 must be submitted once while filling up the section on 4.8 online on Tenderwizard. However, page references in the appropriate tables/forms have to be mandatorily filled in.
3. All forms/ documents to be submitted by the **Bidders** must be digitally signed by the **Authorised Representative**, and be on the official letterhead of the **Bidders**.
4. All completion certificates must be on the letterhead of the client company/ entity and signed by a competent authority of the client.
5. In case of non-availability of a completion certificate, the **Bidder** must submit an **Alternate proof of Completion**, duly attested by the **Authorised Representative**.

4.8 Eligibility Criteria

The minimum eligibility criteria for a prospective bidder is given below in section 4.8.1. The required demonstration for complying with the eligibility criteria is set out in section 4.8.1. **Bidders** who meet the eligibility criteria will be evaluated on both **Technical Selection (Technical Selection)** as set out in 4.9 and **Financial Selection (Financial Selection)** as set out in section 3.22. **Bidders** who do not meet the eligibility criteria as given in this section 4.8 will be rejected, and not considered for further evaluation.

4.8.1 Conditions of eligibility

1. The **Bidder** must be validly incorporated as a company, partnership, or limited liability partnership under applicable Indian laws.
2. The **Bidder** must demonstrate its continuous business in conducting quantitative surveys over financial years 2011-12 to 2013-14.

3. The **Bidder** must have an annual turnover of Rupees Fifteen (15) crore or more in each of financial years 2011-12 to 2013-14 from its business in India.
4. The **Bidder** must have an annual turnover of at least Rs. 5 crores from quantitative surveys in India in financial years 2011-12 to 2013-14.
5. The **Bidder** must have conducted at least:
 - (a) Two National Surveys (as defined in this **RFP**) in financial years 2011-12 to 2013-14; and
 - (b) A further six National Surveys or Regional Surveys (as defined in this **RFP**) in financial years 2011-12 to 2013-14.
6. The **Bidder** must have conducted at least three (3) quantitative surveys worth rupees thirty-five lakh or more in financial years 2011-12 to 2013-14.
7. The **Bidder** should not be blacklisted by any State/Central Govt. or PSUs due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Bidders must submit the forms given in section 4.8.1 along with supporting documents as stated in this section. In case any supporting documents for this section 4.8 and for section 4.9, the **Bidder** must observe the following while submitting the **Proposal** online:

4.8.2 Criteria for determining Eligibility

Criteria for determining Eligibility			
Eligibility Criteria	Requirement	Documents	Table
Valid incorporation	The Bidder must be validly incorporated as a company, partnership, or limited liability partnership under applicable Indian laws.	Companies: Certificate of incorporation, and a copy of the Memorandum and Articles of Association OR, Partnerships: Certificate of registration in case of partnership or limited liability partnership; and, partnership deed.	E_1
Business Activities	The Bidder must demonstrate its continuous business in conducting quantitative surveys over financial years 2011-12 to 2013-14.	Listed details of all quantitative surveys conducted by the Bidder in India over financial years 2011-12 to 2013-14, along with details of clients. Copies of work order with Completion Certificate OR, Alternate proof of completion (as defined in this RFP).	E_2
Turnover	The Bidder must have an annual turnover of Rupees Fifteen (15) crore or more in each of financial years 2011-12 to 2013-14 from its business in India	Audited balance sheets stating the Bidder's turnover in India of financial years 2011-12 to 2013-14.	E_3
Business of quantitative surveys	The Bidder must have an annual turnover of at least Rs. 5 crores from quantitative surveys in India in financial years 2011-12 to 2013-14.	Audited balance sheets of the Bidder from financial years 2011-12 to 2013- 14, and a letter from Bidder's Chartered Accountant certifying the turnover from quantitative surveys. Copies of work orders with Completion Certificates for quantitative surveys conducted OR, Alternate proof of	E_3

	the Bidder's Chartered Accountant)	completion (as defined in this RFP).	
Surveys	Two National Surveys (as defined in this RFP) in 2011-12 to 2013-14; and,	Copies of work order with Completion Certificate OR, Alternate proof of completion (as defined in this RFP).	E_2
	Six National Surveys or Regional Surveys (as defined in this RFP) in 2011-12 to 2013-14	Copies of work order with Completion Certificate OR, Alternate proof of completion (as defined in this RFP).	E_2
Value of surveys	The Bidder must have conducted at least three (3) quantitative surveys worth rupees thirty five lakh or more in financial years 2011-12 to 2013-14.	List of all such surveys conducted by the Bidder in India over financial years 2011-12 to 2013-14, along with details of clients in the format set out. Copies of work order with Completion Certificate OR, Alternate proof of completion (as defined in this RFP).	E_2
Past-record	Bidder should not be blacklisted by any State/Central Govt. or PSUs due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices	Declaration with details, if any	E_1 and section 6.7

4.8.3 Tables E-1, E-2 and E-3

Table E_1: Details of incorporation				
Name of entity	Type of entity	Year of incorporation	Supporting document(s)	Whether blacklisted by any State/Central Govt. or PSUs
			(Specify which of the following is attached) Companies: Certificate of incorporation, and a copy of the Memorandum and Articles of Association OR, Partnerships: Certificate of registration in case of partnership or limited liability partnership; and, partnership deed.	Yes/No. If yes, give details.
To be certified by Authorised Representative				

Table E_2: National and Regional surveys conducted over 2011-12 and 2013-14							
S. No.	Client Name	Client Type	Contract value (in Rs. lakhs)	Type of Survey	Date of completion as per contract	Actual date of completion	Page No. of Proposal
		Government (central) <i>or</i> , PSU/State government <i>or</i> , Private/NGO		National/Regional			
Copies of work order with Completion Certificate OR, Alternate proof of completion – All documents will have to be certified by Authorised Representative							
Projects offered for evaluation for criteria 3.1 and 4 as best projects – Any 5 of the 8 surveys provided as proof of eligibility must be clearly marked for consideration for criteria 3.1 and 4. For the purpose of evaluation, complete data required in this form must be provided for all the listed projects. Only projects that have been completed (in respect of which a completion certificate or Alternate Proof of Completion can be provided) may be listed here.							

Table E_3: Total turnover and turnover from quantitative surveys

Financial Year	Total turnover in India (in Rs. Crore) (1)	Turnover from quantitative surveys in India (in Rs. Crore)	Whether column (1) is more than rupees five (5) crore
2011-12 (a)			Yes/No
2012-13 (b)			Yes/No
2013-14 (c)			Yes/No
	Fill in - Total turnover (Total turnover in (a)+(b)+(c))	Fill in - Total Turnover from quantitative surveys (Total turnover in (a)+(b)+(c))	
Documents: Audited balance sheets of the Bidder from financial years 2011-12 to 2013- 14, and a letter from Bidder's Chartered Accountant certifying the turnover from quantitative surveys.			
To be certified by Authorised Representative.			

4.9 Criteria for technical selection

Scores in this section are being awarded out of hundred (100). The actual technical score will be computed as follows: 100×0.65 . (The technical evaluation detailed above is on a score of 100. Sixty-five (65) percent of the score will be considered as the technical score for technical evaluation. Absolute value of the third decimal place of 5 or more will be taken as the next highest value while rounding off.) This section complements the requirements of sections [3.21](#) and [3.23](#).

4.9.1 Evaluation criteria and scoring for technical selection

Evaluation criteria and scoring for technical selection					
Criteria No.	Technical Selection	Supporting Documentation	Marks	Scoring Criteria	Form
1. Profile of Bidder and past performance			50		
1.1	Average total turnover of Bidder in 2011-12 to 2013-14	Audited balance sheets of the Bidder from financial years 2011-12 to 2013- 14, and a letter from Bidder's Chartered Accountant certifying total turnover.	10	>= 50 crores - 10 marks 40 - less than 50 – 9 marks 30 - less than 40 - 7 marks 20 - less than 30 - 5 marks 15 - less than 20 - 3 marks (Average annual turnover will be used for scoring.)	T_1
1.2	Average annual turnover of Bidder in 2011-12 to 2013-14 from its quantitative surveys in India.	Audited balance sheets of the Bidder from financial years 2011-12 to 2013- 14, and a letter from Bidder's Chartered Accountant certifying the turnover from quantitative surveys.	10	>= 20 crores - 10 marks 15 - less than 20 crores – 8 marks 10 - less than 15 crores – 5 marks 5 - less than 10 crores – 3 marks (Average annual turnover will be used for scoring.)	T_1
1.3	Number of years Bidder has been in the business of conducting quantitative surveys.	Documentary evidence for doing business in years certified should be available. Attestation by Authorised Representative.	7	>= 10 years – 7 marks 8 - less than 10 years – 5.6 marks 6 - less than 8 years – 3.5 marks 3 - less than 6 years – 2.1 marks	T_2
1.4	Number of quantitative National Surveys from 2011-12 to 2013-14	Copies of work order with Completion Certificate OR, Alternate proof of completion.	10	>= 10 – 10 marks 8 - 9 – 9 marks 6 - 7 – 8 marks 4 - 5 – 6 marks 2 - 3 – 4 marks	T_3

1.5	Number of quantitative National Surveys and Regional Surveys from 2011-12 to 2013-14	Copies of work order with Completion Certificate OR, Alternate proof of completion.	8	>= 10 – 8 marks 8 - 9 – 7.2 marks 6 - 7 – 6.4 marks 4 - 5 – 4.8 marks 2 - 3 – 3.2 marks	T_3
1.6	The Bidder's experience in conducting quantitative National Surveys and Regional Surveys on warehousing and/or agriculture, agricultural commodities, agro-processing from 2011-12 to 2013-14.	Copies of work order with Completion Certificate OR, Alternate proof of completion.	5	>= 10 years – 5 marks 8 - less than 10 years – 4.5 marks 6 - less than 8 years – 4 marks 4 - less than 6 years – 3.5 marks 2 - less than 4 years – 3 marks Less than 2 – 0 marks	T_3
2. Proposed team for the Survey			24		
2.1	Project Manager	Qualification. Attestation by Authorised Representative.	8 (A+B+C+D)/4	(A) Engineer/ PG – 8 points Graduate – 4 points	T_4
		Total experience. Attestation by Authorised Representative.		(B) >=15 years – 8 points 11 - less than 15 years – 6.4 points 10 - less than 11 - 4.8 points Less than 10 – 0	
		Relevant experience as PM. Attestation by Authorised Representative.		(C) >= 5 surveys – 8 points 3 - 4 – 5.6 points Less than 3 – 0 points	
		Team size managed. Attestation by Authorised		(D) >= 100 – 8 points 50 - less than 100 – 6.4 points	

		Representative.		25 – less than 50 – 4.8 points < 25 - 0	
2.2	Expert on statistics and quantitative surveys	Qualification with specialisation. Attestation by Authorised Representative.	5 (A+B+C)/3	(A) Engineer/ PG – 5 points Graduate – 2.5 points	T_4
		Total experience. Attestation by Authorised Representative.		(B) >= 15 years – 5 points 11 - less than 15 years – 4 points 7 - less than 11 years – 3 points Less than 7 – 0	
		Relevant experience. Attestation by Authorised Representative.		(C) >= 5 surveys – 5 points 3-4 – 3.5 points Less than 3 – 0	
2.3	Interviewing manager/supervisor	Qualification with specialisation. Attestation by Authorised Representative.	5 (A+B+C)/3	(A) Engineer/ PG – 5 points Graduate – 3.5 points	T_4
		Total experience. Attestation by Authorised Representative.		(B) >= 15 years – 5 points 11 - less than 15 years – 4 points 7 - less than 11 years – 3 points Less than 7 – 0	
		Relevant experience. Attestation by Authorised Representative.		(C) >= 15 surveys – 5 points 10 - less than 15 – 3.5 points Less than 10 – 0 points	
2.4	Expert on statistics	Qualification with specialisation. Attestation by Authorised Representative.	3 (A+B+C)/3	(A) PG – 3 points Graduate – 2.1 points	T_4
		Total experience. Attestation by Authorised Representative.		(B) >= 10 years – 3 points 7 - less than 10 years – 2.4 points 5 - less than 7 years – 1.8 points Less than 5 – 0	

		Relevant experience. Attestation by Authorised Representative.		(C) \geq 5 surveys – 3 points 3 - 4 – 2.1 points Less than 3 – 0	
2.5	2 Data analysts	Qualification with specialisation. Attestation by Authorised Representative.	3 (A+B+C)/3	(A) PG – 3 points Graduate – 2.1 points	T_4
	Total experience. Attestation by Authorised Representative.	(B) \geq 5 years – 3 points 3 - less than 5 years – 2.4 points 2 – less than 3 years – 1.8 points Less than 2 – 0			
	Relevant experience. Attestation by Authorised Representative.	(C) \geq 5 surveys – 3 points 3 - 4 – 2.1 points Less than 3 – 0			
3. Infrastructure and technology			15		
3.1	Technology used in past surveys	The technology will be examined for any 5 of the 8 projects submitted as proof of eligibility. Of these, at least one should be a national quantitative survey. The average of these 5 projects will be used for awarding points. Attestation by Authorised Representative.	6 (A+B+C)	(A) Electronic Yes – 2 marks No – 0 marks (B) GPs tracking Yes – 2 marks No – 0 marks (C) Data updation through network Yes – 2 marks No – 0 marks	T_3
3.2	Infrastructure of bidder	The Bidder must submit a list of field/branch offices with address and contact numbers along with number of employees in each branch/field office. Attestation by Authorised	9	\geq 15 branches/offices – 9 marks 12 - 14 – 7.2 marks 8 – 11 – 5.4 marks 5 – 7 – 3.6 marks Less than 5 – 0 marks	T_5

		Representative.			
4. Adherence to project timelines			4		
	Timelines	The timelines will be compared for any 5 of the 8 projects submitted as proof of eligibility. Of these, at least one should be a national quantitative survey. The average of these 5 projects will be used to compute the time difference.	4	Difference 1 month or less – 4 marks Difference > 1-3 months – 3.2 marks Difference > 3-4 months - 2.4 marks Difference > 4-6 months - 1.6 marks Difference > 6-10 months – 0.8 marks	T_3
5. Proposed approach and methodology			7		
	Project approach and methodology	A write-up (2000-3000 words) is required explaining the project's approach and methodology. In addition, a presentation is required to be made based on the write-up. The presentation must be presented by the Project Manager. The write-up must be attested by the Authorised Representative.	7	Will be based on the write-up and presentation by the bidder on the approach and methodology to be adopted for executing the proposed project. The write-up must explain how the Bidder intends to carry out the FGDs, Pilot, sampling, and survey. In addition, an explanation of the technology to be used and the method of compliance with timelines must be provided.	
Total			100		

4.9.2 Tables T-1, T-2, T-3, T-4 and T-5

Table T_1 - 1.1 and 1.2:: Total Turnover of Bidder in 2011-12 to 2013-14 and turnover from its quantitative surveys in India.					
	Turnover in Rs. Crores (up to two decimal points)			Total of these three years (D) = (A+B+C)	Average of three years (D/3)
	2011-12 (A)	2012-13 (B)	2013-14 (C)		
Total turnover as per Balance Sheet					
Total Turnover for quantitative surveys					
(To be attested by Authorised Representative) (Copies of balance sheets for each year to be provided for total turnover) (Letter by CA certifying total turnover from quantitative surveys in each year to be provided)					

Table T_2 - 1.3 Number of years Bidder has been in the business of conducting quantitative surveys		
Name	Years in business	Name of document attached as proof
		Copies of work order with Completion Certificate OR, Alternate proof of completion for surveys done in each year.
(To be attested by Authorised Representative)		

Table T_3: Criteria 1.4, 1.5, 1.6, 3.1, and 4.

S. No.	Client Name	Client Type	Contract value (in Rs. lakhs)	Type of Survey	Survey related to warehousing and/or agriculture, agricultural commodities, agro-processing from 2011-12 to 2013-14.	Input technology used	Date of completion as per contract	Actual date of completion	Difference (in months)	Page No. of Proposal
		Government (central) or , PSU/State government or , Private/NGO		National/Regional	Yes/No	a. Electronic – yes or no b. GPS tracking yes or no c. Data updation through network – yes or no				
Copies of work order with Completion Certificate OR, Alternate proof of completion – All documents will have to be attested by Authorised Representative										
For the purpose of evaluation, complete data required in this form must be provided for all the listed projects. Only projects that have been completed (in respect of which a completion certificate can be provided) may be listed here.										

Table T_4 - Proposed team for the Survey	
2.1 Project Manager	
Name	
Qualification (mention degree)	Engineer / PG / Graduate (Fill in as applicable)
Total experience	Number of years
Relevant experience as PM	Number of surveys
Team size managed	Largest team size managed (Provide work order/contract)
Name of college, program and year of graduation	
2.2 Expert on statistics and quantitative surveys	
Name	
Qualification with specialisation (mention degree)	Engineer/ PG Graduate
Total experience	Number of years
Relevant experience	Number of surveys
Name of college, program and year of graduation	
2.3 Interviewing manager/supervisor	
Qualification with specialisation (mention degree)	PG/ Graduate
Total experience	Number of years
Relevant experience	Number of surveys
Name of college, program and year of graduation	

2.4 Expert on statistics	
Qualification with specialisation (mention degree)	PG/ Graduate
Total experience	Number of years
Relevant experience	Number of surveys
Name of college, program and year of graduation	
2.5 Two Data analysts	
Qualification with specialisation (mention degree)	PG/ Graduate
Total experience	Number of years
Relevant experience	Number of surveys
Name of college, program and year of graduation	
To be attested by Authorised Representative	

Table T_5 - 3.2 Infrastructure of Bidder				
S. No.	Name of city	Address	Contact number	Number of employees
To be attested by Authorised Representative				

Chapter 5

General Terms and Conditions

5.1 Performance of duties and services by the Agency

1. Agency shall perform its services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said WDR Survey.
2. Agency shall in all professional matters act as a faithful advisor to WDR, and will provide all the expert commercial/technical advice and skills which are normally required for the class of services for which it is engaged.
3. Agency, the Project Team, and the Agency employees shall carry out all their responsibilities in accordance with the best professional standards.
4. Agency shall prepare and submit documents /reports etc. in due time and in accordance with the RFP and the Contract.
5. Agency will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of WDR.

5.2 WDR's Bankers

Oriental Bank of Commerce,
Shopping Centre, Panchsheel Park,
New Delhi -110017.
SB Account No. - 02121091000019
IFSC: ORBC0100212

5.3 Agency's Representative

1. Agency shall nominate a qualified and experienced person as the **Authorised Representative** who will be the contact person between **WDRA** and **Agency** for the performance of the **Contract**. This nomination shall be done within ten (10) days after the coming into force of the **Contract**. **Agency** shall notify **WDRA** in writing prior to the appointment of a new representative. **Authorised Representative** may be replaced only with **WDRA**'s consent after getting approved his CV's from **WDRA**.

WDRA shall be at liberty to object to any nomination and to require **Agency** to remove **Authorised Representative** for good causes. **Agency** shall replace immediately such person by competent substitute at no extra cost to **WDRA**.

2. **Authorised Representative** shall be entitled to act on behalf of **Agency** with respect to any decisions to be made under the **Contract**.

5.4 Schedule of payments

With reference to the time-line specified in Section 4.6, payment terms will be as follows:

- 2014-15/2015-16

Deliverables	Payment terms
Draft questionnaire	5% of 1/3rd of the Bid Amount
Pilot Report	5% of 1/3rd of the Bid Amount
Training Manual and MIS	10% of 1/3rd of the Bid Amount
Final questionnaire	10% of 1/3rd of the Bid Amount
First interim dataset	10% of 1/3rd of the Bid Amount
Second Interim dataset	10% of 1/3rd of the Bid Amount
Survey report	40% of 1/3rd of the Bid Amount

- 2016-2017

Deliverables	Payment terms
Training Manual	5% of 1/3rd of the Bid Amount
MIS	5% of 1/3rd of the Bid Amount
Final questionnaire	10% of 1/3rd of the Bid Amount
First interim dataset	10% of 1/3rd of the Bid Amount
Second Interim dataset	15% of 1/3rd of the Bid Amount
Survey report	40% of 1/3rd of the Bid Amount

- 2017-2018

Deliverables	Payment terms
Training Manual	5% of 1/3rd of the Bid Amount
MIS	5% of 1/3rd of the Bid Amount
Final questionnaire	10% of 1/3rd of the Bid Amount
First interim dataset	10% of 1/3rd of the Bid Amount
Second Interim dataset	15% of 1/3rd of the Bid Amount
Survey report	40% of 1/3rd of the Bid Amount
Evaluation by WDRA on whether Agency has discharged all its obligations under the Contract	10% of the Bid Amount

5.4.1 Deductions for non-performance/fraud

WDRA has the right to deduct specified amounts from the **Bid Amount** on account of deviation from the timelines specified in section 4.6 and if it finds, pursuant to audits, that the requirements of sections 4.2, 4.2.10, and 4.4 have not been met (deductions stipulated below will be determined for each **WDRA Survey** separately. Therefore, the deductions stated are with reference to one-third of the **Bid Amount**):

1. Deviation from timeline and resulting deductions:

Deviation from timeline	Deduction
Any deviation from timelines specified in section 4.6 of more than ten (10) days	WDRA will reserve the right to deduct up to two percent of one-third of the Bid Amount
Any deviation from timelines specified in section 4.6 of more than twenty (20) days	WDRA will reserve the right to deduct up to five (5) percent of one-third of the Bid Amount
Any deviation from the deliverables stated in section 4.2	WDRA , pursuant to a written notice intimating the Agency may deduct up to thirty (30) percent of one-third of the Bid Amount

2. Pursuant to a finding that there have been instances where **WDRA Surveys** have been incorrectly, or fraudulently filled, **WDRA** may deduct up to fifty percent of one-third of the **Bid Amount**. The extent of deduction will be proportionate to the degree of error/ fraud.
3. Pursuant to a finding, after the **Award** has been made, that the **Agency** provided incorrect details while submitting the **Proposal**, **WDRA** may decide to terminate the contract and may deduct up to ten percent (10%) of the **Bid Amount**.
4. In case of any other deviation/ error, **WDRA** will, consequent to an enquiry,

have the right to deduct up to one-third of thirty percent of the **Bid Amount**.

5. Pursuant to a finding that there have been instances where **WDRA Surveys** have been incorrectly, or fraudulently filled, or any other deviation from the requirements stated in this **RFP** or the **Contract**, the **Agency**, having been notified of such instances, will be required to undertake remedial measures immediately at its own risk and cost. This requirement does not prejudice any other rights of **WDRA** under the **Contract**.
6. **WDRA** will not deduct any amount from the **Bid Amount** without first giving a written notice to the **Agency** of the reason for intending to do so, and giving the **Agency** an opportunity to provide an oral and a written response. **WDRA** will then provide to the **Agency** a letter containing its reasons, the arguments of the **Agency** and the final grounds for making the deduction.

5.5 Performance Guarantee

1. **Agency** shall submit to **WDRA** an “unconditional, irrevocable and on first demand guarantee” from any Indian scheduled commercial bank and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of **Contract Performance Guarantee** shall be Ten percent of Bid amount for the due performance of the **Contract**. The **Contract Performance Guarantee** shall be valid for a period of three months beyond the expiry of the **Contract**. The format of **Performance Guarantee** is attached in Section 6.8. All expenses incurred in obtaining of such guarantee shall be borne by the **Agency**.

2. In case of any extension, the **Agency** shall be required to extend the **Performance Guarantee** for three months (as allowed by **WDRA**).

5.6 Confidentiality

1. **Agency** shall treat all matters in connection with the **Contract** as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by **WDRA** without the prior written consent of **WDRA**.
2. **Agency** further undertakes to limit the access to confidential information to those of its employees, implementation partners who reasonably require the same for the proper performance of the **Contract** provided however that **Agency** shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

3. **WDR** and the **Agency** agree to keep confidential (i) the terms and conditions of the **Contract** (ii) any data/ information related to the **Contract** which is not in public domain and which may have a material effect on the **Contract**, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by **WDR** to the **Agency** and vice versa. Further, the **Agency** and **WDR** agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the **Contract** excluding the **Government of India (GOI)**, **WDR** or its authorised assignees or any such other body which has the authority to ask for such information under the law, except in accordance with the written authority of the other Party.
4. The provisions of the clause shall continue to be in force after the termination or completion of **WDR Survey** under the **Contract** and shall expire after 12 months from termination or completion of **WDR Surveys**.
5. The obligation of a Party under this clause, however, shall not apply to that information which:
 - (a) was already in, or hereafter enters the public domain through no fault of the disclosing Party;
 - (b) Can be proven to have been possessed by the receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the disclosing Party; or
 - (c) Otherwise lawfully becomes available to the receiving Party from a third Party that has no obligation of confidentiality.
6. The above provisions of this clause shall not in any way modify any undertaking of confidentiality given by either of the Parties to this **Contract** prior to the date of the **Contract** in respect of the system or any part thereof.
7. The provisions of this clause shall survive the termination, for whatever reason, of the **Contract** for one (1) year.
8. **Agency** undertakes to meet the security requirements/stipulations laid down by **WDR**. All the matters related to the **Contract** will be treated as classified and highly confidential and shall not be communicated to anybody or published/advertised without the written consent of the **WDR**.

5.7 Dispute resolution/ Arbitration

1. If any dispute of any kind whatsoever shall arise between the **WDR** and the **Agency** in connection with or arising out of the **Contract**, the parties shall seek to resolve any such dispute or difference by mutual consultation. However, if the parties fail to resolve such a dispute or difference by mutual consultation, within fourteen (14) days after one party has notified the other in writing of the dispute or difference, then the matter will be referred in

writing for **Arbitration** to a sole arbitrator nominated and appointed by the Chairman, **WDRA**.

2. **Arbitration** proceedings will be held in Delhi only.
3. The award of the sole arbitrator shall be final and binding on all the parties. The **Arbitration** proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.
4. Notwithstanding any reference to the **Arbitration** in this clause,
 - (a) The parties shall continue to perform their respective obligations under the **Contract** unless they otherwise agree.
 - (b) The **WDRA** shall pay the **Agency** any monies due the **Agency**.

5.8 Legal Construction

Subject to the provisions of this section, the **Contract** shall be, in all respects, constructed and operated as an Indian **Contract** and in accordance with Indian laws as in force for the time being and is subject to and referred to the local courts situated in New Delhi.

5.9 Suspension of performance of duties and services

1. **WDRA** may suspend in whole or in part, the performance of services of **Agency** any time upon giving not less than fifteen (15) days notice.
2. Upon notice of suspension, **Agency** shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
3. Upon suspension of the performance of services, **Agency** shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to **Contract** price. This provision shall not apply in case **WDRA** suspends the **Contract** pursuant to a written finding of substantial error/ inaccuracy in the conduct of the **WDRA Surveys**, or a substantial deviation from the **Contract**.
4. By fifteen days prior notice, **WDRA** may request **Agency** to resume the performance of the services, without any additional cost to **WDRA**.
5. In case of suspension of work by the **Agency** on **WDRA's** request for more than ten (10) days, demobilization and remobilization charges will be paid to the **Agency**. This provision shall not apply in case **WDRA** suspends the **Contract** pursuant to a written finding of substantial error/ inaccuracy

in the conduct of the **WDRA Surveys**, or a substantial deviation from the **Contract**.

6. If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate **Contract** according to section **5.13**.
7. The grounds of suspension, and the right to suspend the **Contract** shall not be limited by or to, anything contained in section **5.4.1**.

5.10 Assignment

Agency shall not have the right to assign or transfer the benefit and obligations of the **Contract** or any part thereof to the third party without the prior express approval in writing of **WDRA** which it shall do at its discretion. However, in event of that all legal/ contractual obligations shall be binding on **Agency** only.

5.11 Industrial and intellectual property

1. In order to perform the services, **Agency** must obtain at its sole account, the necessary assignments, permits and authorisations or other protected rights.
2. All documents, report, information, data etc. collected and prepared by **Agency** in connection with the scope of work submitted to **WDRA** will be the property of **WDRA**.
3. **Agency** shall not be entitled either directly or indirectly to make use of the documents, reports given by **WDRA** for carrying out of any services with any third parties.
4. **Agency** shall not without the prior written consent of **WDRA** be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.
5. The **WDRA** shall not, without the **Agency's** prior written consent, use any confidential information received from the **Agency** for any purpose other than the conduct of the **WDRA Surveys**. Similarly, the **Agency** shall not, without the **WDRA's** prior written consent, use any confidential information received from the **WDRA** for any purpose other than those that are required for the performance of the **Contract**.

5.12 Liabilities

1. Without prejudice to any express provision in the **Contract**, **Agency** shall be solely responsible for any delay, lack of performance, breach of agreement

and/or any default under this **Contract**.

2. **Agency** shall remain liable for any damages due to its gross negligence within the next twelve (12) months after the issuance of the provisional acceptance certificate of the **Contract**.
3. The grounds of liability, and the right to impose liability on the **Agency** under the **Contract** shall not be limited by or to, anything contained in section 5.4.1.
4. The aggregate liability of the **Agency** to the **WDRA**, whether under the **Contract**, in tort or otherwise, shall not exceed the total **Contract** price.

5.13 Termination of **Contract**

1. Under this **Contract**, **WDRA** may, by written notice terminate the contract of the **Agency** in the following situations:
 - (a) Termination by default for failing to perform obligations under the **Contract** if the quality is not up to the specification, or in the event of repeated non adherence to time schedule or in cases of engaging in corrupt or fraudulent practices in completing for or in executing the **Contract**.
 - (b) Termination in case the **Agency** had provided incorrect information and documents at the time of bidding.
 - (c) Termination for convenience in whole or in part thereof, at any time.
 - (d) Termination for insolvency if the **Agency** becomes bankrupt or otherwise insolvent.
2. Before termination **WDRA** shall give fifteen (15) days notice in writing to the **Agency** to rectify the defects and bring the schedule back to the time lines of this **Contract**. Upon termination of the **Contract**, payment shall be made to the **Agency** for:
 - (a) Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
 - (b) Any expenditure actually and reasonably incurred prior to the effective date of termination.
3. In case of termination, **Agency** would cease all further work, except for such work as the **WDRA** may specify in the notice of termination for the sole purpose of protecting that part of the system already executed, or any work required to leave the site in a clean and safe condition. The **Agency** shall deliver to the **WDRA** all nonproprietary documents prepared by the **Agency** as of the date of termination in connection with the system.
4. No consequential damages shall be payable to the **Agency** in the event of such termination.

5. If the **Contract** is not completed within the timelines specified in this **RFP**, **WDRA** will at any time, have the right to terminate the **Contract**, hire any other vendor and get the work done at the risk and cost of the **Agency**.

5.14 Change/Modification in contractual terms

Any modification of or addition to the **Contract** shall not be binding unless made in writing and agreed by both **WDRA** and the **Agency**.

5.15 Contract/Agreement

The notification of **Award** along with the **Proposal** will be on non-judicial stamp paper of appropriate value within 10 days from the date of receipt of **Letter of Acceptance**, the cost of stamp paper is to be borne by **Agency**, and its enclosures shall constitute the **Contract** between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

5.16 Force majeure

1. Notwithstanding anything contained in the **RFP**, the **Agency** shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the **Contract** is the result of an event of force majeure.
2. For purposes of this clause "Force majeure" shall mean and be limited to the following:
 - (a) War/hostilities
 - (b) Riot or Civil commotion
 - (c) Earthquake, flood, tempest, lightening or other natural physical disaster.
 - (d) Restrictions imposed by the **GOI** or other statutory bodies after the **Award** which prevents or delays the execution of the **Contract** by **Agency**.
3. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the **Contract** by an event of force majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of force majeure within seven (7) days after the occurrence of such event.

5. If the **Contract** is not completed within the timelines specified in this **RFP**, the **WDRA** in writing, of such conditions and the cause thereof. Unless otherwise directed by the **WDRA** in writing, the **Agency** shall continue to perform its obligations under the **Contract** as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
4. The party or parties affected by the event of force majeure shall use reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the **Contract** and to fulfil its or their obligations under the **Contract**

For delays arising out of Force Majeure, **Agency** shall not claim any extension for a period exceeding the period of delay attributable to the causes of Force Majeure and neither **WDRA** nor **Agency** shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Agency shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their **Proposal** and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, **Agency** or **WDRA** shall not be liable for delays in performing their obligations under this order and the contract will be extended to **Agency** without being subject to price reduction for delayed completion, as stated elsewhere.

5.17 Rectification period

All services shall be rendered strictly in accordance with the terms and conditions stated in the **Contract**.

No deviation from such conditions shall be made without **WDRA**'s agreement in writing which must be obtained before any work against the order is commenced. All services rendered by **Agency** pursuant to the **Contract** (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by **WDRA**'s) are guaranteed to be of the best quality of their respective kinds.

Agency shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within thirty (30) days of observance of mistake.

5.18 Sub-Contract

Ordinarily, no sub-contracting of the **Contract** will be permitted. Any sub **Contract** to be made by the **Agency** relating to the services shall be made only to such

extent and with such duly qualified specialists and entities as shall be approved in writing in advance by **WDRA**. Upon the request of **WDRA**, the **Agency** shall submit for **WDRA**'s prior approval, the terms of reference or any amendment thereof for such sub contractor's services. Notwithstanding such approval, the **Agency** shall remain fully responsible for the performance of services under the **Contract**.

5.19 Notices

1. Any notice given by one party to the other pursuant to the **Contract** shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

5.20 Acquisition of data

If required, **Agency** shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. **WDRA**, if requested in writing by **Agency**, may assist the **Agency** in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the **Agency**.

5.21 Bidders to inform themselves

Bidders are considered to have:

1. Examined this **RFP**, any documents referenced in this **RFP** and any other information made available by **WDRA** to **Bidders** for the purpose of responding;
2. Examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their **Proposal**;
3. Undertaken their own professional advice in respect of this **RFP**, any other information provided to **Bidders** and the **RFP** process generally, as appropriate;
4. Satisfied themselves as to the correctness and sufficiency of their **Proposal** including submitted prices; and

5.22 Bidder acknowledgements

Proposals are submitted on the basis that Bidders acknowledge:

1. They do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than amendments in accordance with, Section 3.18; and
2. They do not rely upon any warranty or representation made by or on behalf of WDRA, except as are expressly provided for in this RFP, but they have relied entirely upon their own inquiries and inspection in respect of the subject of their Proposal.

Chapter 6

Standard Forms for the Proposal

6.1 Letter of **Proposal** submission

To:

The Chairperson
The Warehousing Development And Regulatory Authority
“Warehousing Bhawan”, 4/1, 5th Floor,
Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110 016

Dear Sir,

We, the undersigned, offer to provide the services for **WDRA - WDRA Surveys** in accordance with your **RFP** dated January 14, 2015 (T), at 1:00 p.m.. We hereby submit our **Proposal**, which includes the Eligibility Criteria, **Technical Proposal**, and a **Financial Proposal** and requisite **EMD** and **Cost of RFP**.

We hereby declare that all the statements made in the **Proposal** are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our **Proposal** is binding upon us and we recognise and accept that it will form part of the **Contract** along with the **RFP**.

We understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Authorised signature [In full and initials]:

Name and title of signatory:

Name of firm:

Address:

6.2 Information regarding any conflicting activity and declaration thereof

Are there any activities carried out your firm or group company which are of conflicting nature as mentioned in 3.29. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate/group firm are not indulged in any such activities which can be termed as the conflicting activities under 3.29.

We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/ terminated by WDRRA which shall be binding on us.

Authorised signature [In full and initials]:

Name and title of signatory:

Name of firm:

Address:

6.3 Financial Proposal - submission form

(as discussed in section 3.14.3)

[Location, Date]

To:

The Chairperson
The Warehousing Development And Regulatory Authority
“Warehousing Bhawan”, 4/1, 5th Floor,
Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110 016

Dear Sir,

We, the undersigned, offer to provide the **WDRA Survey** for **WDRA - WDRA Surveys** in accordance with your **RFP** dated January 14, 2015 (T), at 1:00 p.m. and our **Technical Proposal**. Our attached **Financial Proposal** is for the sum of **[Insert amount(s) in both words and figures]**. This amount is inclusive of all the taxes, duties, levies etc. as applicable under this **Contract** including all costs towards carrying out any surveys, travel, site visits by its personnel, boarding, lodging, incidental expenses, license fees and payment towards third party charges, if any etc. required for subject job.

We hereby confirm that the **Financial Proposal** is unconditional and we acknowledge that any condition attached to the **Financial Proposal** shall result in rejection of our **Financial Proposal**.

Our **Financial Proposal** shall be binding on us, up to expiration of the validity period of the **Proposal**, i.e. up to the duration/date indicated in section 3.12.

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

Yours sincerely,
Authorised Signature [In full and initials]:
Name and title of signatory:
Name of firm:
Address:

6.4 Letter of Authority for attending **Proposal** opening / Pre-bid meeting

To:

The Chairperson
The Warehousing Development And Regulatory Authority
“Warehousing Bhawan”, 4/1, 5th Floor,
Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110 016

Attn:

Dear Sir,

We do hereby confirm that Mr. (name and address)
is/are authorised to represent us for **Proposal** opening and pre-bid meeting on our
behalf with you against your **RFP** for

We confirm that we shall be bound by all and whatsoever our representatives shall
commit.

Yours faithfully,
Authorised Signature and Designation [In full
and initials of the person generally authorised to do so by the Board of the Com-
pany/ Partnership]:

Name and title of signatory for & on
behalf of **Bidder**:
Name of firm:
Office stamp:

Note: This Letter of Authority should be on the letterhead of the **Bidders** and
should be signed by a person competent and having the power of attorney (power
of attorney shall be annexed) to bind the **Bidder**.

6.5 Undertaking on the letterhead of the Bidder

Undertaking on the letterhead of the Bidder to be submitted -Regarding non- involvement of any other entity or GOI in respect of the present Contract

It is expressly understood and agreed by and between(Bidder and WDRA, is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the GOI is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that WDRA is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The (Bidder) expressly agrees, acknowledges and understands that WDRA is not an agent, representative or delegate of the GOI. It is further understood and agreed that the GOI is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly(Bidder) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the GOI arising out of this contract and covenants not to sue to GOI as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

Authorised signature [In full and initials]:

Name and title of signatory:

Name of firm:

Address:

Office stamp:

Date:

6.6 No deviation confirmation

To:

The Chairperson
The Warehousing Development And Regulatory Authority
“Warehousing Bhawan”, 4/1, 5th Floor,
Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110 016

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

Authorised signature [In full and initials]:

Name and title of signatory:

Name of firm:

Address:

Date:

Place:

6.7 Declaration

To: The Chairperson
The Warehousing Development And Regulatory Authority
“Warehousing Bhawan”, 4/1, 5th Floor,
Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110 016

Dear Sir,

We hereby confirm that we are not under any “liquidation”, any “court receivership” or similar proceedings and “bankruptcy”.

We further confirm that, we have not been blacklisted or kept under holiday by any public sector undertaking / government organisation / **WDRA**.

We also confirm that the contents of this **RFP** have not been modified or altered by M/s. (Name of the **Bidder** with complete address).

We agree that if any noticed in future, our **Proposal** may be rejected / terminated.

Authorised signature [In full and initials]:

Name and title of signatory:

Name of firm:

Seal:

Date:

Place:

6.8 Format of Performance Guarantee

(as required under section 5.5 of the RFP)

This **Performance Guarantee** is made at New Delhi on this Day of (Enter month), 2015 by (Enter name of bank issuing the bank guarantee) having its registered office at (Enter address of the bank (hereinafter called the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, shall mean and include, its successors and assigns) in favour of

The Warehousing Development And Regulatory Authority
“Warehousing Bhawan”, 4/1, 5th Floor,
Siri Institutional Area, August Kranti Marg, Hauz Khas,
New Delhi-110 016

WHEREAS (**Agency’s** name) a company registered under the Companies Act, 1956, having its registered office at (**Agency’s** address) has accepted LOI issued by **WDRA** (“LOI”) pursuant to an offer made by **WDRA** vide letter No. (reference no and date of vendor’s offer letter) in response to the **RFP** issued by the **WDRA** for (purpose of **RFP**) [Vendor’s name] has agreed to implement [purpose of **RFP**] as set out in **Contract** dated [Insert] entered between **WDRA** and **Successful Bidder**. AND WHEREAS, **WDRA** has agreed to procure the products / avail the services from (**Agency’s** name) .

AND WHEREAS, in accordance with terms and conditions of the **Contract** dated (Enter date here), is required to furnish a **Performance Guarantee** for a sum of Rs. (Enter amount here) for due performance of their obligations as regards (Enter purpose of **Performance Guarantee** here), guaranteeing payment of the said amount of Rs. (Enter amount here) only to **WDRA**, if the **Agency** fails to fulfill its obligations under the **Contract** in respect of **Contract**. Such **Performance Guarantee** is required to be valid for a total period of (Enter period here) months. In the event of failure, on the part of the **Agency**, to fulfill its commitments / obligations in respect of availing the services under the **Contract**, **WDRA** shall be entitled to invoke the **Performance Guarantee**.

AND WHEREAS, the Bank, at the request of **WDRA**, agreed to issue, on behalf of **WDRA** , **Performance Guarantee** as above, for Rs. (Enter amount here) only.

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of **WDRA** having agreed to entrust the **Agency** for the **WDRA Survey** through **WDRA**, we, the Bank, hereby unconditionally and irrevocably guarantee that **Agency** shall fulfill its commitments and obligations in respect of such services under the **Contract** and in the event of **Agency** failing to perform / fulfill its commitments / obligations in respect of such services under the **Contract**, we, the Bank,, shall on demand(s), from time to time from **WDRA**, without protest or demur or without reference to **Agency** and not withstanding any contestation or existence of any dispute

whatsoever between Agency and WDR A, pay WDR A, forthwith the sums so demanded by WDR A, in each of the demands, subject to a cumulative maximum amount of Rs.(Enter amount here) only.

2. Any notice / communication / demand from WDR A, to the effect that Agency has failed to fulfill its commitments / obligations in respect of such services under the Contract shall be conclusive, final and binding on the Bank and shall not be questioned by the Bank in or outside the court, tribunal, authority or arbitration as the case may be.

We, the Bank, HEREBY FURTHER AGREE & DECLARE THAT:

1. Any neglect or forbearance on the part of WDR A, to Agency, or any indulgence of any kind shown by WDR A, to Agency or any change in the terms and conditions of the Contract shall not, in any way, release or discharge the Bank from its liabilities under this Performance Guarantee.
2. This Performance Guarantee herein contained shall be distinct and independent and shall be enforceable against the Bank, notwithstanding any Performance Guarantee now or hereinafter held by WDR A, at its discretion.
3. This Performance Guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of this guaranteeing by and / or on behalf of the Bank or by merger or amalgamation or any change in the Constitution or name of the Agency.
4. This guarantee shall not be affected by any change in the constitution of WDR A, or WDR A or winding up / liquidation of WDR A, whether voluntary or otherwise.
5. Notwithstanding anything contained herein above:
 - (a) The Bank's overall liability under this Performance Guarantee shall not exceed Rs. (Enter amount here) only.
 - (b) This Performance Guarantee shall be valid for a total period of (Enter period here) months i.e. upto (Enter date here)
 - (c) The Bank is liable to pay the guaranteed amount or any part thereof under this Performance Guarantee only and only if WDR A, serves the Bank claim or demand on or before (Enter date here)
 - (d) Thereafter the Bank shall stand discharged from all its liability under this Performance Guarantee and all your rights under this Performance Guarantee shall stand extinguished, irrespective of the fact whether the Performance Guarantee in original is returned back to us or not.
 - (e) The guarantor has, under its constitution, powers to give this guarantee and Mr. (Signatories) Official(s) / Manager(s) of the Bank who has / have signed this guarantee has / have powers to do so.

IN WITNESS WHEREOF the Bank has caused these presents to be signed at the place and on the date, month and year first hereinabove written through its duly authorised official.

Signed and Delivered

6.9 Format for seeking and providing clarifications to tender

Format for seeking and providing clarifications to tender					
Sl. No	RFP Section	RFP clause / provision no.	Existing Text of the clause/provision in the tender	Clarification/ modification sought	Clarification/ modification sought Clarification provided by WDRA

Appendix A

Draft Contract to be signed by the Agency and WDRA

Quantitative Surveys Contract on warehousing in India for **WDRA** for the years 2014-15, 2015-16, and 2016-17

THIS CONTRACT is made on the day of , 2015 BETWEEN The Warehousing Development and Regulatory Authority having its office at “Warehousing Bhawan”, 4/1, 5th Floor, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110 016 represented by its Chairperson, (**WDRA**) (which term or expression shall, unless excluded by or repugnant to the subject or context, shall mean its assigns).

AND **XXXX**, a company registered under the Companies Act, 1956 having its registered office at **XXXXXXXX** (hereinafter referred to as the “**Agency**”, (which term or expression, unless excluded by or repugnant to the subject or context, shall include its permitted assigns) represented by **XXXXXXXX** “**Agency**”.

Agency and **WDRA** shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

WHEREAS **WDRA** has engaged M/s **XXXX** as **Agency** for conducting quantitative **WDRA Surveys** on warehousing for the years 2014-15/2015-16 , 2016-2017 and 2017-2018 for **WDRA**.

And WHEREAS **Agency** has agreed to conduct quantitative **WDRA Surveys** on warehousing for 2014-15/2015-16 , 2016-2017 and 2017-2018 for **WDRA** as per the scope of work and terms and conditions given in the **RFP** issued by **WDRA**, and the **Proposal** submitted by the **Agency**, for the period stipulated in this **Contract**.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

A.1 Contract documents

All documents forming part of the **Contract** (and all parts of these documents) are intended to be read as a whole and complementary to each other. The **RFP**, subsequent clarifications, and the **Proposal** submitted by the **Agency** shall form part of this **Contract**. In case of any conflict between the **RFP** and the **Contract**, the **Contract** shall prevail. **The Contract shall be read as a whole.**

This **Contract**, including its schedules annexure, forms, represents the entire **Contract** between the Parties as noted in this clause.

A.2 Interpretation

1. Language

All **Contract** documents, all correspondence, and communications to be given shall be written in English.

2. Amendment

No amendment or other variation of the **Contract** shall be effective unless it is in writing, is dated, expressly refers to the **Contract**, and is signed by a duly authorised representative of **WDRA** and **Agency** to the **Contract**.

3. Independent Agency

The **Agency** shall be an independent contractor performing the contract. The **Contract** does not create any agency, partnership, joint venture, or other joint relationship between the Parties to the **Contract**.

Subject to the provisions of the **Contract**, the **Agency** shall be solely responsible for the manner in which the **Contract** is performed. All employees, representatives, engaged by the **Agency** in connection with the performance of the **Contract** shall be under the complete control of the **Agency** and shall not be deemed to be employees of the **WDRA**, and nothing contained in the **Contract** shall be construed to create any contractual relationship between any such employees, representatives, and the **WDRA**.

4. No waiver

No relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the **Contract** or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the **Contract**, nor shall any waiver by either Party of any breach of **Contract** operate as waiver of any subsequent or continuing breach of **Contract**.

Any waiver of a Party's rights, powers, or remedies under the **Contract** must be in writing, must be dated and signed by an authorised representative of

the Party granting such waiver, and must specify the right and the extent to which it is being waived.

5. **Severability** If any provision or condition of the **Contract** is prohibited by law or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the **Contract**.

A.3 Notices

1. Unless otherwise stated in the **Contract**, all notices to be given under the **Contract** shall be sent by electronic mail to the e-mail address of the relevant Party.
 - (a) Any notice delivered by electronic mail shall be deemed to have been delivered on the date of its dispatch.
 - (b) Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
 - (c) Either Party may change its postal, electronic mail, address or addressee for receipt of such notices by ten (10) days' notice to the other Party in writing.
2. Notices shall be deemed to include any approvals, consents, instructions, orders, and certificates to be given under the **Contract**.

A.4 Time for commencement

1. The **Agency** shall commence work on the **WDRA Surveys** within three (3) days from the date of issuance of **Letter of Acceptance**, and the **Agency** shall thereafter proceed with the **WDRA Surveys** in accordance with the time schedule specified in the **RFP**.
2. The **Agency** shall complete the **WDRA Surveys** in accordance with the time schedule specified in the **RFP**, subject to modifications made with the prior written consent of **WDRA**.

A.5 Agency's responsibilities

The responsibilities of the Agency after the signing of the Contract will be governed under sections 3, 4, this Contract and 5 of the RFP.

A.6 WDRA's responsibilities

1. The WDRA shall ensure the accuracy of all information and/or data to be supplied by the WDRA to the Agency, except when otherwise expressly stated in the Contract.
2. The WDRA shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an agreed and finalised project plan.
3. If requested by the Agency, the WDRA shall use its best endeavours to assist the Agency in obtaining in a timely and expeditious manner all permissions necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Agency or the personnel of the Agency, as the case may be, to obtain.

A.7 Terms of payment

1. The Agency's request for payment shall be made to the WDRA through its e-mail mentioned in the Proposal, accompanied by an invoice describing, as appropriate, the payment milestone.
2. The Contract price shall be paid as specified in section A.8 of the Contract. No payment made by the WDRA herein shall be deemed to constitute acceptance by WDRA of any deliverable required under section 4.2.
3. The currency for payment would be INR.
4. Undisputed payments will be made promptly by the WDRA, but in no case later than twenty one (21) days after submission of a valid invoice by the Agency subject to compliance of financial milestone.
5. All payments are subject to the application of penalties defined and provided for in the RFP. The breach of any provision of this Contract may also result in the application of penalties provided under the RFP.
6. It is clarified here that the WDRA shall pay for the deliverables stated in accordance with the payment schedule specified in section A.8 below.
7. The payments to the Agency would be made in accordance with all applicable taxes at the time of payment.

A.8 Payment Schedule

WDRA will make payments to the Agency based on the milestones achieved by the Agency as given below:

1. 2014-15/2015-16

Deliverables	Payment terms
Draft questionnaire	5% of 1/3rd of the Bid Amount
Pilot Report	5% of 1/3rd of the Bid Amount
Training Manual and MIS	10% of 1/3rd of the Bid Amount
Final questionnaire	10% of 1/3rd of the Bid Amount
First interim dataset	10% of 1/3rd of the Bid Amount
Second Interim dataset	10% of 1/3rd of the Bid Amount
Survey report	40% of 1/3rd of the Bid Amount

2. 2016-2017

Deliverables	Payment terms
Training Manual	5% of 1/3rd of the Bid Amount
MIS	5% of 1/3rd of the Bid Amount
Final questionnaire	10% of 1/3rd of the Bid Amount
First interim dataset	10% of 1/3rd of the Bid Amount
Second Interim dataset	15% of 1/3rd of the Bid Amount
Survey report	40% of 1/3rd of the Bid Amount

3. 2017-2018

Deliverables	Payment terms
Training Manual	5% of 1/3rd of the Bid Amount
MIS	5% of 1/3rd of the Bid Amount
Final questionnaire	10% of 1/3rd of the Bid Amount
First interim dataset	10% of 1/3rd of the Bid Amount
Second Interim dataset	15% of 1/3rd of the Bid Amount
Survey report	40% of 1/3rd of the Bid Amount
Evaluation by WDRA on whether Agency has discharged all its obligations under the Contract	10% of the Bid Amount

Before making payments, WDRA will have the right to verify the quality of the deliverables listed in section 4.2 of the RFP and its conformity with the requirements set out in section 4.2.

A.9 Confidential information

The rights and obligations of Parties in this section will be as per section 5.6 of the RFP.

A.9.1 Rights of WDRA and Agency

1. The Agency shall not use the WDRA Survey data gathered under section 4.2 of the RFP for any other purpose other than for the purpose of providing the Contract deliverables.
2. All rights, title and interest in and to, and ownership in, Information gathered while conducting the WDRA Surveys under the Contract will remain solely with the WDRA. The Agency shall be entitled to use such proprietary information only during the term and only for the purposes of conducting the WDRA Survey.

A.10 Guarantee

The Agency guarantees that it shall complete the WDRA Surveys within the time periods specified in section 4.6 of the RFP and/or the agreed and finalised Contract.

A.11 Representation and warranties of the Agency

The Agency warrants and represents to the WDRA that:

1. It is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract and to carry out the transactions contemplated hereby.
2. It is a competent provider of the service of conducting quantitative surveys.
3. It has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Contract and to validly exercise its rights and perform its obligations under this Contract
4. From the effective date, it will have the financial standing and capacity to undertake the Contract in accordance with the terms of this Contract
5. This Contract has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract shall be legally valid, binding and enforceable against it in accordance with the terms hereof
6. The information furnished in the Proposal is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Contract
7. The execution, delivery and performance of this Contract shall not conflict with, result in the breach of, constitute a default by any of the terms of its memorandum and articles of association or any applicable laws or any

covenant, contract, arrangement, understanding, decree or order to which it is a Party or by which it or any of its properties or assets is bound or affected.

8. There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasijudicial or other authority, the outcome of which may result in the breach of this **Contract** or which individually or in the aggregate may result in any impairment of its ability to perform any of its obligations under this **Contract**.
9. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any adverse effect on its ability to perform its obligations under this **Contract** and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this **Contract**.
10. It has complied with applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse effect on its ability to perform its obligations under this **Contract**.
11. No representation or warranty by it contained herein or in any other document furnished by it to **WDRA** in relation to the required consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading
12. No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this **Contract** or for influencing or attempting to influence any officer or employee of **WDRA** in connection therewith.

A.12 Representation and warranties of the **WDRA**

WDRA represents and warrant to the **Agency** that:

1. It has full power and authority to execute, deliver and perform its obligations under this **Contract** and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this **Contract**, exercise its rights and perform its obligations, under this **Contract** and carry out the transactions contemplated hereby.
2. It has taken all necessary actions under applicable laws to authorize the execution, delivery and performance of this **Contract** and to validly exercise its rights and perform its obligations under this **Contract**

3. It has the financial standing and capacity to perform its obligations under the **Contract**
4. It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this **Contract** or matters arising there under including any obligation, liability or responsibility hereunder
5. This **Contract** has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this **Contract** shall be legally valid, binding and enforceable against it in accordance with the terms thereof
6. The execution, delivery and performance of this **Contract** shall not conflict with, result in the breach of, constitute a default under required by any of the applicable laws or any covenant, contract, arrangement, understanding, decree or order to which it is a Party or by which it or any of its properties or assets is bound or affected
7. There are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasijudicial or other authority, the outcome of which may result in the default or breach of this **Contract** or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this **Contract**.
8. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government instrumentality which may result in any adverse effect on the **WDRA's** ability to perform its obligations under this **Contract** and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this **Contract**.
9. All information provided by it in the **RFP** in connection with the **Contract** is, to the best of its knowledge and belief, true and accurate in all material respects
10. In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the **Contract**.

A.13 Transfer of ownership

1. The **WDRA Survey** data for that **WDRA Survey** will be transferred to the **WDRA** at zero cost on the completion of the **WDRA Survey**.

A.14 Assignment

The rights and obligations of Parties under this section will be as per section **5.10** of the **RFP**.

A.15 Deductions for non-performance and penalties

The rights and obligations of Parties under this section will be as per section **5.4.1** of the **RFP**.

A.16 Suspension of performance

The rights and obligations of Parties under this section will be as per section **5.9** of the **RFP**.

A.17 Liabilities

The rights and obligations of Parties under this section will be as per section **5.12** of the **RFP**.

A.18 Governing law

The rights and obligations of Parties under this section will be as per section **5.8** of the **RFP**.

A.19 Dispute resolution

The rights and obligations of Parties under this section will be as per section **5.7** of the **RFP**.

A.20 Termination

The rights and obligations of Parties under this section will be as per section 5.13 of the RFP.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the:

Said (For the first Party)

In the presence of:

- 1.
- 2.

Signed, sealed and delivered by: XXXX, authorised representative for the Agency

In the presence of:

- 1.
- 2.