



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्ली
DELHI

**Engagement of Consultancy Firm for providing Two Resources
with Department of Commerce (Trade Policy Division) for
Preparation of a comprehensive Vision Document on India's
Foreign Trade Policy 2023.**

Start Date for Submission: 28/04/2023 by 06:00 PM

Last Date for Submission: 08/05/2023 up to 03:00 PM

निविदा पत्र
TENDER DOCUMENT

निविदा संदर्भ संख्या / TENDER REF. NO.:

IIFT(D)/Gen. Admin/CF/2023

दिनांक / DATED : 28.04.2023

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)

B-21, Qutab Institutional Area,

New Delhi – 110 016.

1.0 About IIFT

The Indian Institute of Foreign Trade (IIFT) was set up in 1963 by the Government of India as an autonomous organization to help professionalize the country's foreign trade management and increase exports by developing human resources, analysing and disseminating data and conducting research. The Institute visualizes its future role as:

- A catalyst for new ideas, concepts, and skills for the internationalization of the Indian economy
- The primary provider of training and research-based consultancy in the areas of international business, both for the corporate sector, Government, and the student community
- An institution with proven capability to continuously upgrade its knowledge base with a view to servicing the requirements of the Government, trade, and industry through both sponsored and non-sponsored research and consultancy assignments

2.0 Objective of this Tender

The purpose of this tender is to select the Consultancy Firm for Engagement of two resources with Department of Commerce (Trade Policy Division) for Preparation of a comprehensive Vision Document on India's Foreign Trade Policy 2023.

The document should include the following:

- a) Analysis of the current state of India's foreign trade and its impact on the economy
- b) Identification of key challenges and opportunities in the global trading environment
- c) Evaluation of India's trade policy and its effectiveness in achieving desired outcomes
- d) Preparing strategy for Foreign Trade in Amrit kaal in line with SGoS-7 on Trade and Investment
- e) Development of India's Foreign Trade Policy, with specific recommendations for policy reforms and trade negotiations

3.0 Background

India is a one of the fastest growing economies with increasing integration into the global economy. The country's foreign trade has been a significant contributor to its economic growth and development. With the ongoing changes in global trade policies and the evolving geopolitical scenario, it is essential to develop a comprehensive vision document on India's Foreign Trade Policy 2023 in line with the Government's vision of Amrit Kaal. The vision document would outline the key

strategic objectives and policies that the government would pursue to leverage the opportunities and address the challenges in the international trade arena.

4.0 **The estimated cost: Rs. 15 lakhs** (excluding costs related to travel, accommodation, and other project-related expenses).

5.0 **Time: 3 months**

6.0 **Earnest Money deposit**

The amount of Earnest Money Deposit (EMD) shall be **Rs. 30,000/- (Rupees Thirty Thousand only)** in the form of DD/Cheque/NEFT from a scheduled bank drawn in favour of “**Indian Institute of Foreign Trade**” payable at **New Delhi**. NEFT: INDIAN BANK, A/C: 767635122, IFSC: IDIB000M089. Once the work is awarded, EMD will be returned to the unsuccessful bidders within 30 days.

***Note: As per Rule 170 of GFR, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)” are exempted from submission of EMD. Incomplete tenders or tenders without E.M.D shall be treated as invalid.**

6.0 **Performance Bank Guarantee:**

The successful bidder must submit a Performance Bank Guarantee for an amount equivalent to 5% of the order value. It can be deposited in the form of Demand Draft or Bank Guarantee with validity period beyond 60 days of the completion of the contract period **as per Annexure-C.**

7.0 **Pre-Qualification Criteria for Selection of Consultancy Firm**

- 1) The bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [for further details refer Clause 7 of GCC].
- 2) Project Management Unit (PMU) project experience of greater than two years with at least four National Priority Programs of Central Ministries (*Preference to previous experience with Ministry of Commerce*)

Note: Maximum of five credentials to be showcased not exceeding one page per credential. Supporting documents to be produced only on demand.

- 3) The bidder should have a minimum turnover of Rs. 500 crores (Rupees Five Hundred Crores) per annum as professional fees* during each of the last five financial years (01.04.2017 to 31.03.2022)

Note: Profession fee should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State. – One pager certificate to included in the proposal

8.0 Scope of Work

The scope of work includes providing two resource persons deploy on site as per qualifications given in technical criteria. These two resources working with DoC should leverage senior expert from the firm (offsite) who is a Full-time regular MBA/PGDM/Masters or equivalent and has a minimum of 10 years of experience in leading teams for policy development/investment/trade/macroeconomic consultancy assignment. Experience of working with Ministries of government of India.

The resource persons have to provide a framework for India's engagement with the global economy and identify key policy areas that would support the growth of India's foreign trade and includes following:

- a) Analysis of the current state of India's foreign trade, including a review of the country's export and import trends, trade agreements, and trade policies.
- b) Identification of the key challenges and opportunities in India's foreign trade, including the impact of global economic and political developments on India's trade.
- c) Identification of the key strategic objectives that India should pursue in its foreign trade, including the identification of priority sectors, markets, and trade partners.
- d) Development of a comprehensive roadmap for achieving India's strategic objectives in foreign trade, including the identification of key policy measures and initiatives required to support India's foreign trade growth.
- e) Consultation with relevant stakeholders, including government departments, industry bodies, trade associations, and academic institutions.

9.0 Evaluation Criteria:

(A) Technical Criteria

The firms fulfilling pre-qualification criteria only shall be considered for technical evaluation. The technical evaluation shall be based on the technical criteria as given below:

Criteria	Marks
Resources Qualification Note: Curriculum Vitae (CV) of each personnel should not exceed two pages	
<ul style="list-style-type: none">• Sr. Consultant (1)<ul style="list-style-type: none">○ Educational Qualification: Full time regular MBA/PGDM/PGDBM/ Masters or Equivalent with graduation in B.E./ B.Tech./ B. Com/ BBA or equivalent from premier institutes (IITs/IIMs)○ At least 2 years of experience of working on consultancy projects with Centre/State Government or their Agencies/ Institutions○ Prior experience of assisting Central/State government/ bilateral/ multilateral/state or central PSUs in policy formulation and implementation	25
<ul style="list-style-type: none">• Jr. Consultant (1)<ul style="list-style-type: none">○ Educational Qualification: Full time regular graduation in B.E./ B.Tech./ B. Com/ BBA/ B. Law or equivalent○ Graduation/Post graduation in Public Policy	25

<ul style="list-style-type: none"> ○ Strong analytical and research skills, with the ability to analyze complex data and information and present findings in a clear and concise manner ○ Excellent communication and interpersonal skills, with the ability to engage with a wide range of stakeholders 	
Program Approach	
Two pager concept note on Terms of Reference	50

Note:

1. The proposal size should not exceed twenty pages including details required under pre-qualification and technical criteria

(B) Financial Evaluation:

The financial bids of only those bidders shall be considered who secure 70% and above marks in technical evaluation. The Financial proposal having lowest bid (L1) will be awarded the work.

10.0 Date and time for submission of tender

Interested firms may submit technical and financial proposal **sealed separately in two different envelopes**, superscribing “Technical Proposal” and “Financial Proposal”, as the case may be, and placed **in a duly sealed big single** envelop superscribing **“Tender for Engagement of Consultancy Firm for providing Two Resources with Department of Commerce (Trade Policy Division) for Preparation of a comprehensive Vision Document on India's Foreign Trade Policy 2023”**. Addressed to Section Officer (Gen. Admn.), Room No. 522 (B), Indian Institute of Foreign trade, B-21, Qutab Institutional Area, New Delhi – 110016 to be put in the Tender Box placed at the Entrance Gate of IIFT. All the TENDER to be put in the Tender Box only. The bid to be submitted on or before **08-05-2023 by 3:00.PM** and bids later than this will not be accepted under any circumstance.

The tender can be downloaded from IIFT website www.iift.ac.in or it can also be downloaded from CPP Portal <https://eprocure.gov.in/epublish/app> free of cost. Bidders must go through the complete Tender Document before submission of their Bids. The signed tender document alongwith supporting document **must be legible to read**. All the pages to be numbered and an index page to be provided at 1st page. Incomplete Tender, which do not contain all the information called for, are liable to be rejected. IIFT reserves the right to cancel/scrap the Tender without assigning any reason whatsoever .

The TECHNICAL BIDS TO BE SUBMITTED AS PER ANNEXURE–A and the FINANCIAL BID TO BE SUBMITTED ON ANNEXURE –B.

11.0 Date & Time of Opening of Tender

- (i) Technical Bid: 08/05/2023 at 15:30 hrs. at IIFT, B-21, Qutab Institutional Area, New Delhi – 110016
- (ii) Financial Bid: The date & time will be intimated later on to the responsive bidders only.

12.0 Only enclosed formats as provided in original should be used. All sheets need to be submitted **after affixing seal of the Company and signature of the authorized signatory**. Additional sheets, duly authenticated, to be attached to elucidate specifications or clarify the specific issues.

13.0 The EMD may be forfeited:-

- (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- (c) if the successful Bidder fails to accept Purchase Order and / or sign the contract with the institute.

If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Institute for a period of 3 years.

General Condition of Contract

1. Timeline

The project is expected to be completed within three months from the date of commencement. The following is the tentative timeline:

S.No.	Deliverables	Timelines
1.	Analysis and Research	T+10 days
2.	Strategy Development	T+15 days
3.	Drafting and Review	T+30 days
4.	Approval from Relevant Committees	T+60 days
5.	Finalization and Submission of Vision Document for PMO's approval	T+90 days

Note: T shall start from 3rd day after issue of Lol.

2. Deliverables

- a) A comprehensive Vision Document on India's Foreign Trade Policy 2023.
- b) A presentation of the key findings and recommendations to the relevant government departments and stakeholders.
- c) Any other relevant deliverables as agreed upon by the consultant(s) and the client.

3. Payment terms:

Payment shall be released on submission of invoice on monthly basis.

4. Liquidated Damage

0.5% per week of delay of order value subject to a maximum of 10% of the order value will be levied for delay in execution of the contract.

5. Action by purchaser against bidder(s) / vendor(s) in case of default: In case of default by Bidder(s)/ Vendor(s) such as:-

- (a) Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the contractor persistently neglect to carry out his obligation under the contract and /or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.
- (d) When the contractor has made himself liable for any of the cases aforesaid, IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance guarantee.

6. Force Majeure

- (a) In case of any situation, incident or any other act of god which is beyond the control of the agency happened and the agency foresee a delay in accomplishing the Scope of Work, such incident to be immediately reported to the Institute with a request, with proper justification for the expected interruption and duration, for extension of the date of submission maximum for 1 week time.
- (b) IIFT has the full right to decide the request under Force Majeure based on the factual situation.

7. Restrictions on procurement from a bidder of a country which shares a land border with India [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE shall be applicable to this tender.

I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this order means:-

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means;

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. Explanation-Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Annexure – A)

8. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and CTIL will not pay any damage to the company or firm or the concerned person.

The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.

The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law). The format of the certificate is given in **Annexure – B.**

9. Arbitration

- (a) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.
- (b) Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Vice Chancellor, IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Delhi Centre.

10. Effect and Jurisdiction:

The law applicable to this Tender shall be the laws in force in India. The courts in New Delhi, shall have exclusive jurisdiction in all matters arising under and on account of this tender.

Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India

Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"I.....S/o.....R/o.....
..... hereby certifies that none of my relative(s) as defined in the tender document is / are employed in IIFT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIFT shall have the absolute right to take any action as deemed fit / without any prior intimation to me."

Date:

Signature of bidder

Place:

Name of bidder
Along with date & Seal

PROFORMAS

For the Performance Guarantee

(To be typed on non-judicial stamp paper of appropriate value)

Subject : PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (hereafter referred to as "IIFT") has issued an APO no. Dated/...../2023 awarding the work of "**Engagement of Consultancy Firm for providing Two Resources with Department of Commerce (Trade Policy Division) for Preparation of a comprehensive Vision Document on India's Foreign Trade Policy 2023**" to M/s....., R/o (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favour of Vice Chancellor, IIFT of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../2023..... (hereafter referred to as "Validity Date").

Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as (hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the

terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**Indian Institute of Foreign Trade**" and payable at "**Delhi**".
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place :

Date :

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

.....

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

.....

Telephone Numbers

Fax numbers

E-mail ID:

Technical Bid
Particulars of the bidders

S. No	Item	Submitted by bidder (write Yes / No)
1	Detailed Technical note entailing firm details	
2	Project Management Unit (PMU) project experience of greater than two years with at least four National Priority Programs of Central Ministries (<i>Preference to previous experience with Ministry of Commerce</i>) Note: Maximum of five credentials to be showcased not exceeding one page per credential. Supporting documents to be produced only on demand.	
3	Copy of PAN Card	
4	Copy of GST Certificate	
5	Copy of Registration/ Incorporation Certificate	
6	The firm should have received a minimum of Rs. 500 crores (Rupees Five Hundred Crores) per annum as professional fees* during each of the last five financial years (01.04.2017 to 31.03.2022) Note: <i>Profession fee should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State. – One pager certificate to included in the proposal</i>	
8	Self-Certification by the Authorized Signatory as proof of not being debarred /blacklisted by any Central/State/ Firm	

Declaration by the bidder:

I / we have very carefully read the terms and conditions of the contract and agree to abide by them. The decision of the institute on any dispute arising out of the contract, shall be binding on me / us.

I /we undertake to comply with all the conditions contained in the bid document.

Place:

Signature with seal:

Date:

Name:

Financial Bid

I / we submit my /our quotation for the engagement of two resources for three months, which exclude costs related to travel, accommodation, and other project-related expenses.

Sl no	Description	No. of resources	Rate per resources (Per Month in Rs.)	Cost (in Rs.)
1.	Professional fee for the engagement of resources personal, excluding costs related to travel, accommodation, and other project-related expenses as per qualifications given in technical criteria for Senior Consultant as per clause 9.0.	03		
2.	Professional fee for the engagement of resources personal, excluding costs related to travel, accommodation, and other project-related expenses as per qualifications given in technical criteria for Junior Consultant as per clause 9.0.	03		
	Total Cost (In Rs.)			

Authorized signature with seal