

No. I&M-13(73)/2013
Government of India
Planning Commission
(Industry Division)

EOI Notice dated September 1, 2014

Request for Proposal for Conducting a National Level Workshop on Implementation of "Business Regulatory Impact Analysis (BRIA)": Hiring of services of an Expert Organization for arranging and conducting the workshop.

.. BACKGROUND, OBJECTIVES & SCOPE OF THE ASSIGNMENT

(I) BRIEF BACKGROUND and OBJECTIVE

1. Regulations are an essential part of the "toolkit" of policy instruments governments can use to achieve their objectives. A systematic approach is required to ensure that the regulations that are developed and implemented are of high quality so as to minimise compliance costs, complexity and associated uncertainty. "Regulatory Impact Analysis (RIA)" is a process of systematically identifying and assessing the expected effects of regulatory proposals. RIA has been globally acknowledged as a promising tool to analyse the need and relevance of existing as well as new regulations on the basis of set criteria, developed through a consultative process, and matching with the context of the particular country.
2. The Twelfth Plan Document contemplates an urgent action for putting in place a sound and comprehensive system of "Regulatory Impact Analysis (RIA)", which is lacking in Indian system of regulations. A report titled 'Doing Business Report (2014)' of the World Bank, which has compared business regulations for domestic firms, has ranked India at 134th position amongst 189 economies. The position would seem to suggest that Indian business regulatory scenario is not at all conducive to growth and expansion because of excessive, multiple and complex regulations. The situation underlines the immediate need of a formal impact assessment tool for 'improving the quality of business regulatory governance' i.e. a truncated version of RIA termed as 'Business Regulatory Impact Analysis (BRIA)' that would identify and assess unreasonable regulatory burdens on business and industry operations and suggest ways to reduce/eliminate them.
3. Keeping in view a number of models being used internationally, the WG Report on Business Regulatory Framework recommends for development of a framework of BRIA aptly customized to suit in the Indian context through a consultative process and research on best practices. Even the OECD has prescribed for wide consultations with outside stakeholders, in particular representatives from business and industry associations, and academics, who can provide advice and help to disseminate the knowledge on RIA.
4. In the light of the above, it is proposed as a first step of the above stated consultation process to get a national level sensitization workshop organized through an expert organization having proven knowledge in the domain of RIA & BRIA and appropriate skill/ capability of organizing the related workshops, seminars etc. The workshop will essentially focus on building awareness about BRIA and discussions on possible framework on implementing the system of BRIA. Needless to mention, *Planning Commission would oversee the entire matter of the workshop as the Sponsor & Convenor and the expert organization would function as a knowledge-cum-facilitation partner in the matter.*

(II) SCOPE & DELIVERABLES (Terms of Reference -ToRs):

The *knowledge-cum-facilitation partner* will

- a) Develop a comprehensive content note/ base document on RIA & BRIA that includes:
 - What is RIA and BRIA, in particular (Definitions, constitutive elements & measures/ impacts in different areas)
 - Evaluating Potential of BRIA (Advantages vis-à-vis challenges & Risks) and international experience
 - Impact measurement in different areas of relevance for 'doing business' in the Indian Context
 - Prerequisites and procedure for introduction of BRIA and design of BRIA framework suitable for India
 - HRD requirement for effective BRIA
- b) Assist in organization of a one-day sensitization national level workshop involving different stakeholders (about 60 nos.) including the concerned Central Government Ministries/ Departments, State Governments, industry associations and expert organizations (venue will be arranged by the Planning Commission). Responsibilities would inter alia include:

- Design and conduct of workshop with specific sessions & floor discussions*
 - Identification of stakeholders and prospective participants* and ensuring efforts for maximizing participation
 - Identification of experts (in-house & external) for steering the sessions and floor discussions*
 - Arrangement for materials and presentations concerning the workshop
 - * To be done/ finalized in consultation with Planning Commission
- c) Bring viewpoints of different participants/ stakeholders together include Central Government Ministries/ Departments, State Governments, industry associations and expert organizations
- d) Provide an optimum design for BRIA framework for the country taking into consideration the viewpoints that will emerge in the workshop and suggest next steps for implementation of the Framework

B REQUEST FOR PROPOSAL

1. Adviser (Industries II), Planning Commission, for and on behalf of the President of India, hereby invites proposals from qualified consulting firms or expert institutions having adequate knowledge, experience and exposure in principles & practice of **Business Regulatory Impact Analysis (BRIA)** and proven capability of conducting interactive workshops involving participants from Government, industry associations etc for taking up the assignment as indicated in the Section A above. The proposal has to be **submitted positively within 30.09.2014**.

C VALIDITY OF PROPOSAL

2. The proposal should be valid for a period not less than **sixty (60) days** from the due date for receiving the proposal.

D ELIGIBILITY

3. The firm should meet the following criteria
 - 3.1 The consulting firm/ expert institution should have at least ten years' experience in studying regulations and legislations (business related regulations in particular), carrying out the related impact assessment studies, and providing guidance/ suggestions for improvements.
 - 3.2 The firm/ organization having exposure in dealing with Government sponsored assignment/ work and expertise in the area of Regulatory Impact Assessment/ Business Regulatory Impact Assessment study shall be preferred.

E BRIEF DESCRIPTION OF THE SELECTION PROCESS

4. A two stage selection process will be adopted in evaluating the Proposals. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Institution shall be selected while the second ranked Institution will be kept in reserve.

F TIMEFRAME

5. The assignment shall be completed **within one month of award of the contract** and Outcome document would be made available **within 15 days after the workshop**. Notwithstanding the above, draft inputs shall be made available from time to time as per requirement and shall be finalized after discussions with the Planning Commission.

G RIGHT TO REJECT ANY OR ALL PROPOSALS

6. Notwithstanding anything contained in this RFP, the Planning Commission reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any

liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

7. The Planning Commission reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or uncovered; or,
- b) The Consultant/ Institution do not provide, within the time specified by the Planning Commission, the supplemental information sought by the Planning Commission for evaluation of the Proposal.

H SUBMISSION OF PROPOSALS

I TECHNICAL PROPOSAL

8. The Proposal shall be typed or written in indelible ink and signed by the Authorized Signatory of the firm, who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

While submitting the Technical Proposal, the Firm shall, in particular, ensure that:

- a) CVs of the experts have been submitted;
- b) Applicant organization meets the Conditions of Eligibility;
- c) The CVs have been recently signed in blue ink by the individual and the Team Leader. Photocopy or unsigned / countersigned CV shall be rejected; and
- d) The CV shall contain an undertaking from the Team member about his/her availability for the entire period of preparatory work and workshop.

9. Failure to comply with the requirements spelt out in Clause 10 above shall make the Proposal liable to be rejected.
10. If a firm/ organization or any of its members make(s) an averment regarding his or their qualification, experience, or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Letter of Acceptance, all the members of the organization shall be debarred for any future assignment of the Planning Commission for five years.
11. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
12. The Planning Commission reserves the right to verify all statements, information, and documents, submitted by the Applicant in response to the RFP. Failure of the Planning Commission to undertake such verification shall not relieve the firm of its obligations or liabilities hereunder nor will it affect any rights of the Planning Commission thereunder.
13. In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LOA) that one or more of the eligibility conditions have not been met by the firm or the Team has made material misrepresentation or has given any materially incorrect or false information, the firm shall be disqualified forthwith if not yet appointed as the Consultant. If the firm has already been issued the LOA the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Planning Commission without the Planning Commission being liable in any manner whatsoever to the Applicant.
14. The Proposal will be sealed in an outer envelope, which will bear the address of the Planning Commission, RFP Notice No., Consultancy name, and the name and address of the Team Leader. It shall bear on top, the following:

"Do not open, except in presence of the Authorized Person"

If the envelope is not sealed and marked as instructed above, the Planning Commission assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

- a) The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked **"Technical Proposal"** and the other clearly marked **"Financial Proposal"**. The envelope marked **"Technical Proposal"** shall contain the Application in the prescribed format along with relevant Forms and supporting documents.
- b) The envelope marked **"Financial Proposal"** shall contain the financial proposal in the prescribed format.

15. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the firm. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the authorized signatory (on behalf of the firm) signing the Proposal.

16. The completed Proposal must be delivered on or before the specified time on the due date as per Clause 23. Proposals submitted by fax or e-mail shall not be entertained.

17. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

18. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Report by the Planning Commission and discharge of all obligations of the Consultant under the Agreement.

J FINANCIAL PROPOSAL

19. Applicants shall submit the financial proposal in the Forms at Annex 3 clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the authorized signatory of the firm. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

20. While submitting the Financial Proposal, the firm shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travelling, printing of documents, taxes etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.
- b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- c) Costs (including break down of costs) shall be expressed in INR.

K PROPOSAL DUE DATE

23) The proposals should be submitted **on or before 11.00 hours on 30 September, 2014** to:

Dr. Renu S. Parmar
Adviser (Industries II),
Planning Commission,
Yojana Bhawan, Sansad Marg,
New Delhi 110 001

For any further queries please contact: rsparmar@nic.in.

L LATE PROPOSALS

24) Proposals received by the Planning Commission after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.

25) Any alteration / modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by the Planning Commission, shall be disregarded.

M EVALUATION PROCESS

26) The Planning Commission shall open the Proposals at 11.30 hours on the due date, and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

27) Prior to evaluation of Proposals, the Planning Commission will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) it is received in the specified format;
- b) it is received by the due date including any extension thereof;
- c) it is signed, sealed and marked as stipulated;
- d) it contains all the information (complete in all respects) as requested in the RFP;
- e) it does not contain any condition or qualification; and
- f) it is not non-responsive in terms hereof.

28) The Planning Commission reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Planning Commission in respect of such Proposals.

29) The Technical Evaluation will be in the following format.

Details	Marks	Criteria
Relevant experience of the firm and its Experts/Members	30 %	Number of years' experience in exposure and experience in Government sponsored projects/ research work and organization of workshops
	40 %	Nature of work-specific experience and expertise in areas of business regulations and RIA and BRIA in particular.
	30 %	Availability of in-house experts with relevant experience in the area of RIA and BRIA.
Total	100 %	

Note: Bidders may be invited to make brief presentation on their proposals.

30) After the technical evaluation, the Planning Commission would prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The opening of Financial Proposals shall be done in presence of Applicants who choose to be present. The Planning Commission will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

N CLARIFICATIONS

- 31) To facilitate evaluation of Proposals, the Planning Commission may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Planning Commission for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Team does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Planning Commission may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

O EVALUATION OF TECHNICAL PROPOSALS

- 32) In the first stage, the Technical Proposal will be evaluated on the basis of the experience of the firm. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).
- 33) The scoring criteria to be used for evaluation shall be based on the number of years of experience and its relevance to the proposed scope of work. The minimum eligibility will be determined on the basis of minimum requirement of experience of having worked in economic studies and econometric models as indicated above. For additional years of experience, additional weightage shall be accorded on a pro-rata basis. For the purpose of experience in strategy formulation, weightage would be given on the number of years of experience in preparing strategy.

P EVALUATION OF FINANCIAL PROPOSAL

- 34) In the second stage, the financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (SF).
- 35) For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- 36) The Planning Commission will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Team to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:
- $$S_F = 100 \times F_M / F \text{ (F = amount of Financial Proposal)}$$

Q COMBINED TECHNICAL AND FINAL EVALUATION

- 37) Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
- $$S = S_T \times T_w + S_F \times F_w$$
- Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.
- 38) The Selected Team shall be the first ranked firm (having the highest combined score). The second ranked firm shall be kept in reserve in case the first ranked firm withdraws, or fails to comply with the requirements as the case may be.

R AWARD OF ASSIGNMENT

- 39) After selection, a Letter of Award shall be issued, in duplicate, by the Planning Commission to the Selected Firm and the Firm shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. The LOA shall constitute the Agreement for the purpose of this consultancy assignment.

S PROPRIETARY DATA

- 40) All documents and other information provided by the Planning Commission or submitted by a firm to the Planning Commission shall remain or become the property of the Planning Commission. Firms are to treat all information as strictly confidential. The Planning Commission will not return any Proposal or any information related thereto. All information collected, analyzed, processed, or in whatever manner provided by the Consultant to the Planning Commission in relation to the Consultancy shall be the property of the Planning Commission.

T DELIVERABLES AND PAYMENT TO THE CONSULTANT

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

No	Work Description	Payment (%)
1	Advance on award of the job & receipt of allowance acceptance from the firm	20 %
2	Interim payment after successful organization of workshop	40 %
3	On delivery of the outcome document & acceptance of the same by Planning Commission	40 %
	Total	100 %

- 42) The Planning Commission shall cause the payment due to the firm to be made within 30 (thirty) days after the receipt by the Planning Commission of duly completed bills with necessary particulars.
- 43) All payments under this Agreement shall be made to the bank account specified by the firm as may be notified to the Planning Commission by the Consultant.

U PERFORMANCE SECURITY

- 44) The Planning Commission shall retain by way of performance security 5 % (five percent) of all the amounts due and payable to the firm, to be appropriated against breach of this Agreement or for recovery of liquidated damages. The balance remaining out of the Performance Security shall be returned to the Team at the end of three months after the expiration of the contract.

V LIQUIDATED DAMAGES FOR ERROR/VARIATION

- 45) In case any error or variation is detected in the dereliction of duties specified in the assignment or in the outcome report submitted by the firm and such error or variation is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by the Planning Commission in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10 % (ten percent) of the Contract Value.

W LIQUIDATED DAMAGES FOR DELAY

- 46) In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2 % (zero point two percent) of the Contract Value per day, subject to a maximum of 10 % (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

X APPROPRIATION OF PERFORMANCE SECURITY

- 47) The Planning Commission shall have the right to appropriate the Performance Security, in whole or in part, without notice to the firm in the event of breach of Agreement or for recovery of liquidated damages.

Y MISCELLANEOUS

- 48) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

Annex 1

Particulars of the firm/ organization

1	Title of Consultancy:
2	Name/ designation, and contact details of the experts and leaders : Name: Designation: Address: Phone No.: E-mail address:
3	Name, designation, and contact details of all the other members to be involved Name: Designation: Address: Phone No.: E-mail address:
3	For the firm as well as all Experts/ Leaders: a) Number of Years in experience in each of the areas indicated in the clause 29 b) Details of employment/ experience of experts including the areas of relevance as required in terms of clause 29 c) Details thereof (not more than 200 words).
4	For the Expert Members, state the following information: a) Have the experts and members been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No b) Have the experts and Members ever failed to complete any work awarded to it by any public entity/ Planning Commission in last five years? Yes/No c) Have the experts and members been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No d) Have the experts and members, suffered bankruptcy/insolvency in the last five years? Yes/No

Annex 2

Curriculum Vitae (CV) of Main Experts to be involved

- 1) Name of Personnel:
- 2) Date of Birth:
- 3) Nationality:
- 4) Educational Qualifications:
- 5) Membership with Professional Associations/ Bodies:
- 6) Other Training:
- 7) Countries of Work Experience:
- 8) Employment Record: (Starting with present position, list in reverse order every employment held.)
- 9) Details of projects pertaining to the areas of relevance (please refer clause 29) that expert has worked on.

Annex 3

Financial Proposal

Form 1: Covering Letter

(Date and Reference)

To,

... ..

Dear Sir,

Subject: Appointment of the Knowledge-cum-Facilitation Partner for conducting a National Level Workshop on Implementation of "Business Regulatory Impact Analysis (BRIA)"

We, _____ (Authorized signatory's name) herewith enclose the Financial Proposal for above.

We agree that this offer shall remain valid for a period of 60 (sixty) days from the due date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized signatory's)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

Form 2: Financial Proposal

No.	Description	Amount (Rs.)
A.	Personnel and Miscellaneous Costs	
1.	Remuneration for Personnel (inclusive of all personal allowances and traveling costs within Delhi only)	
2.	Miscellaneous Expenses	
	Total, including taxes, (in Rs.) In Indian Rupees in words:	

Note:

- 1) The financial evaluation shall be based on the above Financial Proposal.
- 2) All travel outside Delhi shall be borne by the Planning Commission and all expenses on his account reimbursed as per entitlements of a Director-level officer of Government of India.
- 3) The reimbursement of cost and expenses shall be limited to the amounts indicated above.
- 4) No escalation on any account will be payable on the above amounts.
- 5) All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any