

22 April 2024

Subject: Request for Proposal (RFP) to undertake a Market Study on “Artificial Intelligence and Competition”

The Competition Commission of India intends to engage an agency/institution for conducting a Market Study on "Artificial Intelligence and Competition". Proposals are invited as per the RFP attached.

Salient features of the study and instructions for submitting the proposals and other details are available in the RFP document. You are requested to submit your response on or before the stipulated date & time as mentioned in the RFP document.

Raj K Badde
Joint Director
Secretariat

Competition Commission of India
9th Floor, Office Block – 1
Kidwai Nagar (East)
New Delhi - 110023, INDIA



Fair Competition
For Greater Good

Request for Proposal for the Engagement of an Agency to Conduct Market Study on Artificial Intelligence and Competition

(Visit us at www.cci.gov.in)

Competition Commission of India

9th Floor, Office Block –1, Kidwai Nagar (East), Opposite Ring Road,

New Delhi - 110023, India

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DISCLAIMER

This RFP document is neither an agreement nor an offer by the Competition Commission of India (CCI) to the prospective bidders. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.

The information given in the RFP is not an exhaustive account of any issue/matter falling within the scope of the study and should not be used for the purposes of any proceedings, legal or otherwise. The information contained in the RFP does not amount to an expression of opinion of CCI. CCI will not be liable in any manner whether resulting from negligence or otherwise arising from reliance of any agency/person upon any statements contained in this RFP.

The issue of this RFP does not imply that CCI is bound to select an agency and reserves the right to accept/reject any or all of the proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. CCI also reserves the right to withhold or withdraw the process at any stage.

The agency shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by CCI or any other costs incurred in connection with or relating to its Proposal. CCI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an agency in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

CCI reserves the right to change/ modify/ amend any or all provisions of this RFP document.

LIST OF ACRONYMS

Acronym	Reference to
CCI	Competition Commission of India
EMD	Earnest Money Deposit
GST	Goods and Service Tax
LOI	Letter of Intent
NOC	No Objection Certificate
PBG	Performance Bank Guarantee
RFP	Request For Proposal
TOR	Terms of Reference

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I. INTRODUCTION

The Competition Commission of India, (hereinafter referred to as the “CCI”/ “Commission”) is a statutory authority established under the Competition Act, 2002 (hereinafter referred to as the “Act”). Section 18 of the Act casts a duty on the Commission to eliminate practices having adverse effect on competition, promote and sustain competition, protect the interests of consumers and ensure freedom of trade carried on by other participants, in markets in India.

In its endeavour to achieve these objectives through the twin instruments of enforcement and advocacy, the Commission continually develops understanding of new and emerging markets, and technologies that have the potential to alter or influence the functioning of markets. In view of the growing importance of Artificial Intelligence (AI) across sectors, the Commission proposes to conduct a Market Study on ‘Artificial Intelligence and Competition’ to gather insights from all relevant stakeholders, to develop a comprehensive understanding of the evolving landscape of AI and application of AI in markets in India. The study will help shape the strategies of the Commission aimed at fostering innovation and fair competition.

AI is a constellation of technologies that enable machines to act with higher levels of intelligence and emulate the human capabilities of sense, comprehend and act.¹ AI is emerging as a new factor of production, augmenting the traditional factors of production viz. labour, capital and innovation and technological changes captured in total factor productivity. Artificial Intelligence has the potential to provide large incremental value to a wide range of sectors globally, and is expected to be the key source of competitive advantage for firms.² AI can fundamentally reshape how firms make decisions, in particular by generating predictive analytics, automating decision-making, and optimising business process.³ The growing use of AI across industries has given rise to novel questions around its implications for competitive dynamics in markets.

The transformative capabilities of AI have significant procompetitive potential, both on the supply and the demand side. At the same time, there may be concerns with regard to potential competition risks stemming from the use of AI. The proposed study will be a knowledge-building exercise to develop an in-depth understanding of the emerging competition dynamics in the development ecosystems of AI systems⁴ and implications of AI applications for competition, efficiency and innovation in key user industries.

¹ NITI Aayog National Strategy for Artificial Intelligence

² Ibid

³ [Competition and AI | OECD Business and Finance Outlook 2021 : AI in Business and Finance | OECD iLibrary \(oecd-ilibrary.org\)](#)

⁴ An AI system is a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI systems vary in their levels of autonomy and adaptiveness after deployment [OECD Recommendation of the Council on Artificial Intelligence accessed at [OECD Legal Instruments](#)]

II. OBJECTIVE

The objectives of the study will be the following –

- i) To understand certain key AI systems⁵ and markets/ecosystems thereof, including AI actors/stakeholders, essential inputs/resources, value chains, market structures and parameters of competition;
- ii) To examine the emerging and potential competition issues in these markets/ecosystems, if any;
- iii) To study the scope and nature of AI applications/use cases⁶, and assess associated opportunities, risks and ramifications from a competition standpoint;
- iv) To understand the existing and evolving regulatory/legal frameworks governing AI systems and applications in India and other major jurisdictions;
- v) To reach out to all relevant stakeholders for a holistic understanding of the issues at the intersection of AI and competition;
- vi) To understand trends and patterns of AI and to ascertain enforcement and advocacy priorities of the Commission with respect to AI and its application in markets;

III. SCOPE

i. Focus areas/key points of inquiry

The study will focus on all competition related aspects within the AI ecosystems (including generative AI ecosystems) and the potential impact of application of AI on competition, efficiency and innovation in key user industries. The focus areas/ points of inquiry will include the following:

AI Ecosystem

- a) What are the key AI systems based on machine learning⁷, natural language processing⁸ and computer vision⁹ that have significant actual/potential applications/use cases for industries in India?

⁵ The study will focus on AI systems based on machine learning, natural language processing and computer vision.

⁶ The study will focus on use cases in areas such as retail, e-commerce, logistics & delivery and marketing.

⁷ Machine learning algorithms detect patterns and learn how to make predictions and recommendations by processing data and experiences, rather than by receiving explicit programming instruction. The algorithms also adapt in response to new data and experiences to improve efficacy over time.

⁸ Natural language processing (NLP) technology allows machines to understand human language. Its algorithms recognize texts and can edit, summarize and classify them.

⁹ Computer vision enables computers to see, perform pattern recognition, and analyze objects in photos and videos in the same way that people do.

- b) What is the market size, growth trend, market concentration in each layer/stage of these AI development ecosystems?
- c) Who are the key stakeholders at the different layers/stages of these AI ecosystems (based on both open and closed-source models), spanning across AI system lifecycle?
- d) What are the entry barriers in these markets? What are the key inputs/resources that determine the tech companies' competitive ability to enter into and grow in these markets? To what extent are incumbency advantage, data advantage and network effects relevant in AI development/supply markets?
- e) What are the revenue generation streams/strategies in AI markets?

Application of AI in User Industries

- f) What is the extent/scope of current/potential application of the abovementioned AI systems in areas such as retail, e-commerce, logistics & delivery and marketing?
- g) How are AI applications used *inter alia* for the purposes of monitoring, predictions, recommendations, decisions by user industries?
- h) What are the AI-led innovations that are improving/are likely to improve efficiencies and functioning of markets?
- i) Whether and in what manner can AI technologies affect market structure, conduct, and performance in different user industries? What role can AI play in shaping consumer behaviour and the demand side factors?
- j) What are the main sources of competitive advantage and disadvantage for AI adopters and non-adopters?
- k) How do AI technologies influence the entry and exit barriers, market concentration, innovation incentives, and market power of firms?

Competition Issues

- l) Whether and in what manner can AI facilitate and/or implement anti-competitive strategies? What are the novel strategies aided by AI that can lead to anti-competitive outcomes?
- m) What are the new forms of collusion prompted by the use of AI such as self-learning algorithms? In what manner can AI facilitate and/or implement explicit/tacit collusion amongst competitors, and how such behaviour can be detected, prevented and addressed within the competition legal framework?

- n) Whether and in what manner can bias in AI algorithms impact competition, and what measures can be taken to ensure fairness and transparency and to prevent discriminatory outcomes in AI-driven markets?
- o) How do AI-driven personalized recommendations, services and pricing influence consumer welfare and choice?
- p) What are the synergies and risks that may stem from M&As involving firms with AI capabilities? What are the specific factors/parameters that need to be considered in assessing competitive effects of such M&As?

Legal/Regulatory Framework

- q) How are the regulatory/legal frameworks governing AI evolving in India and other major jurisdictions?
- r) What are the best practices and frameworks for assessing the impact of AI on competition and designing effective interventions?

The Way Forward: Competition Toolkit for AI

- s) How can a competitive environment be fostered that encourages development of AI by incumbents and entry of new innovators?
- t) What strategies and measures can be adopted for creating awareness and sensitising all relevant stakeholders regarding the use of AI, its impact on competition and the necessary standard of compliance?

ii. Stakeholders

The study will cover and gather data/facts from the following -

- Labs/ technology firms/ consortiums developing AI models/ systems/ applications
- Independent developers / innovators / start-ups/researchers
- Firms supplying inputs (data/hardware/compute/cloud services)
- AI development platforms
- Customer firms/major deployers of AI
- Investors
- Experts including from the field of competition law and policy
- Industry associations

The sample of stakeholders will be constructed including at least 30 labs / technology firms / consortiums developing AI models/systems/applications, 30 independent developers / innovators / start-ups/ researchers, 5 firms supplying inputs (data/hardware/compute/cloud services), 5 AI development platforms, 30 customer firms/major deployers of AI and 5 investors.

IV. METHODOLOGY

The study will be a combination of secondary and primary research, consisting of the following:

- (a) Collating existing research and secondary data on the points of inquiry;
- (b) Identification and construction of database of stakeholders;
- (c) Survey/interviews/focused group discussions with key stakeholders;
- (d) Compilation, analysis and triangulation of qualitative and quantitative information gathered;
- (e) Preparation of Interim Report;
- (f) Submission of Final Report.

V. KEY EVENTS AND DATES

S. No.	EVENTS	TIMELINES
1	Sharing of RFP	22.04.2024
2	Pre-bid consultation meeting*	06.05.2024
3	Last date for Submission of Bids	03.06.2024 (by 5:00 pm)
4	Opening of Bids	04.06.2024
5	Technical Presentation	20.06.2024 and 21.06.2024
6	Opening of Financial Bids	28.06.2024
7	Selection of Agency	Will be communicated after the approval of the Competent Authority

* Agencies may request clarifications on any clause of the RFP document in writing, through email, by 10.05.2024

VI. IMPLEMENTATION PLAN: DELIVERABLES/TIMELINES

S. No.	DELIVERABLES/ACTIVITIES	TIMELINES
1	Literature review and secondary research, developing questionnaires	Within 6 weeks from the date of award of the contract
2	Stakeholder consultation and expert consultation	Within 12 weeks of from the date of award of the contract
3	Compilation of data, analysis, submission and presentation of Interim Report covering the scope of the study as outlined in the RFP	Within 6 weeks of completion of stakeholder and expert consultation
4	Submission of Final Report	Within 2 weeks of communication of suggestions of the Commission

VII. COORDINATION MECHANISM

- i. Both CCI and the Agency shall nominate a Single Point of Contact ('SPOC') for day-to-day coordination.
- ii. CCI's nominated Officers will be part of "Study Team" to ensure timely completion of the study and quality assessment of the submissions made by the Agency.

VIII. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

The pre-qualification/ eligibility criteria for the agencies are provided in the table below:

S. No.	Pre-Qualification Criteria	Proof Required
1.	A minimum of 5 years of existence	Copy of Certificate of Incorporation/ Registration/ MoA, as applicable.
2.	The Agency should have a minimum Annual Turnover of Rs. 50 Cr. during each of the 3 financial years i.e., FY 2020-21, FY 2021-22 and FY 2022-23	Copies of financial statements duly audited by statutory auditors. In the absence of the same, certificates issued by chartered accountants for the relevant years, as per Annexure-1
3.	The Agency should have completed a minimum of 5 studies/ projects (AI related/tech-policy related/competition related/sectoral studies for policy purposes) in the last 3 financial years	Copy of Work Order/ Certificate of Completion/ Project Reports along with the details as per the format provided in Annexure-2

4.	The Agency should not have been blacklisted by Central/ State Government Departments/ Undertakings/Court of Law	No Conviction/ Debarment Certificate duly signed by the Authorised Signatory of the Agency, as per Annexure-3 .
5	The agency should have a valid PAN and Service Tax/GST Registration in India <i>(if applicable)</i>	Self-attested copy of PAN card and Service Tax/ GST Registration certificate <i>(if applicable)</i>

IX. PAYMENT SCHEDULE

(A) The payment Schedule is given in the table below.

MILESTONE	PAYMENT (% BREAKUP)
Facilitation fee on submission of a separate Bank Guarantee of the same amount	25%
Submission of Interim Report (Within 7 days of acceptance of interim report, or approval by the Competent Authority, whichever is later)	25%
Submission of Final Report (Within 15 days of acceptance of final report along with all primary/raw and processed data in hard and/or soft-copy format, or approval by the Competent Authority, whichever is later)	50%

- (B) The responsibility of payment of taxes/duties/GST shall solely rest upon the Engaged Agency. Any default committed by the Engaged Agency in this respect shall not be attributable to the Commission.
- (C) The release of payment for conducting the market study shall be subject to TDS as per applicable Rules/Acts/Laws.

X. GUIDELINES FOR SUBMISSION OF PROPOSAL

(A) TECHNICAL PROPOSAL

The Technical Proposal shall include the following information, along with relevant documents:

- (i) Letter of Transmittal as **Annexure-4**, duly signed by authorized signatory.
- (ii) Outline of experience including relevant experience of the Agency as **Annexure-5**. Copy of Work Orders/Completion Certificate/Project Reports should be attached for each of the assignments.
- (iii) Agency shall provide brief detail of the human resources (Names, Relevant Qualification & Prior relevant experience of key personnel and their role) to be deployed for the proposed Study as outlined in **Annexure-6**.
- (iv) Agency shall ensure active participation of the team members as presented above for smooth conduct of the study.
- (v) A description of the manner in which Agency would plan to execute the ‘Study’. It should include approach, methodology and detailed work plan/schedule for carrying out the Study as outlined in **Annexure-7**.
- (vi) A two-to-five page summary of the technical proposal.

(B) FINANCIAL PROPOSAL

- (i) The financial quotes should cover the entire cost of Study including all resource cost, field work, data entry, data analysis, preparation of reports, travels allowances, etc.
- (ii) The cost quoted should be inclusive of all taxes; however, the amount and tax-rate must be mentioned separately.
- (iii) The Engaged Agency, in accepting the quoted rates/prices shall for all purposes whatsoever be deemed to have independently obtained all necessary information for the purposes of the Agreement and shall be deemed to have taken into account all contingencies as may arise due to such information or the lack of the same.
- (iv) All payments to the Engaged Agency shall be subjected to deduction of taxes at source as per applicable laws.
- (v) The financial bid shall be submitted as per the format shown in **Annexure-8**. Financial bid submitted in any other format other than as per Annexure-8 shall be summarily rejected.
- (vi) CCI reserves the right of seeking additional information including copies of project completion reports of other projects or Audited Annual Statements of Accounts while examining individual cases.

XI. CRITERIA FOR EVALUATION OF PROPOSAL

The Technical Evaluation Committee ('TEC') constituted by the Competent Authority in CCI shall examine the technical proposals of only such bidders who satisfy the pre-qualification/eligibility criteria mentioned in this RFP.

(A) TECHNICAL EVALUATION

- (i) At the time of technical evaluation, all the bidders are required to present their technical presentation before the TEC regarding their technical proposal. Each bidder will be given a maximum of 15 minutes duration to make the presentation. If a bidder does not appear for presentation at the notified date, time and venue, then their technical bids will not be considered for evaluation.
- (ii) The technical evaluation of the bids and the presentations will be done based on the following parameters to bring out the Technical Marks for each bidder:

Sl. No.	Particulars	Maximum Marks
1.	Experience including Relevant Experience	50
2.	Team Composition	20
3.	Approach, Methodology & Work plan	30
	TOTAL	100

- (iii) While carrying out evaluation of the Technical Proposal, following marking pattern shall be followed:

Marking Pattern for Experience including Relevant Experience: Maximum Marks: 50

S. No.	Evaluation criteria	Maximum Marks
1.	Agency Profile (number of years of existence, turnover, areas of work, global presence and exposure, access to relevant resources/databases)	50
2.	Number of relevant projects (AI related/tech-policy related/competition related/sectoral studies for policy purposes)	
3.	Empanelment with government/statutory bodies	

4.	Citations of reports/surveys in public reports/government policy documents, media etc.	
5.	Any other factor deemed relevant for assessment	

Marking Pattern for Team Composition: Maximum Marks: 20

Evaluation criteria	Maximum Marks
Qualification, relevant experience, nature, scope and number of projects steered by the team leader	10
Core team composition including number of team members, qualification, interdisciplinary expertise, relevant experience, nature and scope of work undertaken by team members	10

Marking Pattern for Approach, Methodology & Work plan: Maximum Marks: 30

Evaluation criteria	Maximum Marks
<ul style="list-style-type: none"> ▪ Understanding of terms of reference, scope of work and deliverables, clarity of plan of action and methodology ▪ Strategies for stakeholder consultation (including survey, one-on-one meetings, focused group discussions, any other) and quality control ▪ Presentation of the technical proposal 	30

- (iv) The Technical Marks so obtained shall be graded for each bidder, based on the following grading system:

Grade	Range	Technical Grade
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Very Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
Very Poor	1-10	10
Zero	0	0

- (v) Further, the Technical Grades will be converted into Technical Score using the following formula:

$$TS = 100 \times TG / HTG$$

TS = Technical score

TG = technical grade of the respective bidder

HTG = Highest technical grade

- (vi) Minimum Technical Score required to qualify into the next round is 70. Any bidder obtaining Technical Score below 70 shall be disqualified.
- (vii) Standing Committee constituted for procurement of goods and services (Committee) will evaluate the financial score for qualifying bids, according to the following procedure:
- (viii) The Committee will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.
- (ix) After opening of financial bids, the Financial bid amounts of each bidder shall be converted into Financial Scores based on the following formula:
- $$FS = 100 \times LFB / F$$
- FS= Financial score
- LFB = lowest financial bid
- F = price quoted by the respective bidders
- (x) After obtaining the Technical Score and Financial Score of each bidder, the Combined Technical and Financial Score (CTFS) will be calculated. In calculation of CTFS, 70 percent weight will be given to the Technical Score and 30 percent weight will be given to the Financial Score.

(B) SELECTION PROCESS

Following process for selection will be adopted:

- (i) It is an open tender governed by General Financial Rules- 2017.
- (ii) The selection process would be Quality and Cost Based Selection (QCBS). The Selection Committee will select the Agency by giving 70% weightage to the technical score and 30% weightage to the Financial Score.

- (iii) Bids with a minimum technical score of 70 in technical evaluation will be considered for financial score evaluation.
- (iv) The proposal obtaining the highest CTFS will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 and shall be recommended for award of contract.
- (v) In the event two or more bids have the same score in final ranking, the bid with the highest technical score will be H-1.
- (vi) CCI will not notify the Agencies whose proposal did not meet the minimum requirement of technical score and will notify only the Agencies who have obtained the minimum technical score.
- (vii) The notification will be sent by a registered post/Fax/e-mail.

(C) AWARD OF CONTRACT

- (i) The bid-proposal will be valid for 90 days from the last date of submission of the bid; CCI shall make its best effort to select the agency within this period.
- (ii) Cost of preparing the bid and incidental expenses shall be borne by the agencies and CCI will in no case be responsible or liable for these expenses regardless of the conduct or outcome of the bids.
- (iii) On completion of the process of selection, the agency selected shall be awarded the contract of carrying out market study by issuing the Letter of Intent (LOI). The selected Agency shall enter into an agreement with CCI within 7 days of issuing of LOI. The date of signing of the agreement shall be the deemed date of commencement of the market study and shall be completed as per the period stipulated in the Agreement.
- (iv) The fee will be subject to taxes, cesses, etc. as per applicable Indian laws. [Information/clarification, if any required, may be obtained through email (ai-study@cci.gov.in)]

XII. SUBMISSION OF BIDS

Agencies shall submit a sealed envelope consisting of all the bid documents. Bids must consist of the following:

- i) Pre-qualification bid should be sealed **in separate envelope** duly superscripted as “Pre-Qualification Bid - for conducting Market Study on Artificial Intelligence (AI) and Competition”. This envelope should contain all the information and documents mentioned in the Table at ‘VIII. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA’ of the RFP document.
- ii) The Technical & Financial bids should be sealed by the Agency **in separate envelopes** duly super-scripted as “Technical Bid- for conducting Market Study on Artificial Intelligence (AI) and Competition” and “Financial Bid - for conducting Market Study on Artificial Intelligence (AI) and Competition” respectively.
- iii) All pages of the Pre-qualification, Technical and Financial Bids shall be duly signed by the authorized signatory of the agency before submission. Corrections, if any shall be counter signed. The agency should submit the Technical Bid in the prescribed Proforma (Annexure 5, 6, 7) and Financial Bid in the prescribed Proforma (Annexure 8) only; failing which, the offer shall be summarily rejected.
- iv) All these sealed envelopes are to be put in a bigger envelope which should also be sealed and duly super-scripted as “Proposal for the engagement of an Agency for conducting “Market Study on Artificial Intelligence (AI) and Competition” and addressed to:

Raj K Badde
Joint Director (Secretariat),
Competition Commission of India,
9th Floor, Office Block – 1, Kidwai Nagar (East),
Opposite AIIMS, Ring Road, NewDelhi-110023, India.

- v) Sealed bid as prescribed in above mentioned paras shall be submitted either by post/with acknowledgement due or in person. Bids can be dropped in the tender box kept at **Competition Commission of India, Reception, 9th Floor, Office Block – 1, Kidwai Nagar (East), Opposite AIIMS, Ring Road, New Delhi - 110023, India** on or before the given date and time.

XIII. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS OF RFP

A) RELATIONSHIP

- (i) Engagement as an Engaged Agency (EA) shall not be construed as a relationship of Master and Servant or of Principal and Agent or of Employer and Employee as between the CCI and the Engaged Agency. No Partnership shall be constituted between CCI and the EA by virtue of this Agreement nor shall either Party have powers to make, admit, vary or release contractual obligations on behalf of the other Party or represent that by virtue of this or any other document, a Partnership has been constituted. The Engaged Agency shall be fully and completely responsible for the activities conducted by it.
- (ii) Neither Party shall use the other Party's name or any service or proprietary, business name, mark or logo of the other party for advertising or promotional purpose or for any other purpose without first having the other Party's prior written approval.
- (iii) The RFP shall not bind the CCI in any manner whatsoever to offer any job to the bidder if it decides to abandon the Study.
- (iv) Infrastructure support for data collection and data entry shall be the responsibility of the Engaged Agency. Expenses for travel and stay of the officials of the Engaged Agency for attending meetings/discussions will have to be borne by the Engaged Agency itself.

B) AMENDMENTS TO THE TERMS AND CONDITIONS OF RFP:

The Commission reserves right to amend any of the conditions or a part thereof before the last date for the receipt of the tender/bids, by issuing an addendum, if necessary.

- i) Amendments, if any, would be put up on the website of CCI. The addendum shall be binding on all agencies. To give the bidders reasonable time in which to take an amendment into account in their proposals, CCI may extend the deadline for the submission of proposal. The decision of extending the due date and time for submission of bid documents on account of amendments, however, will be the sole discretion of CCI.
- ii) CCI reserves the right to cancel the RFP at any stage without assigning any reason.

C) EARNEST MONEY DEPOSIT (EMD):

The Agencies should furnish an Earnest Money Deposit of Rs 5, 00,000/- (Rupees five lakhs only) by means of Demand Draft/Banker Cheque drawn on any Commercial Bank

payable in favour of the “Competition Commission of India (Competition Fund) Account” payable at Delhi. The Demand Draft/Banker Cheque for the earnest money shall be put in the envelope for the Prequalification Bid as the technical and financial Bid would be opened only in respect of those agencies who qualify the prequalification criteria. The bids received without the EMD will be summarily rejected. The EMD shall be valid for a period of 45 days beyond the final bid validity period. EMD shall be forfeited if the bidder withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid. In the case of successful agency, the EMD may be returned/ refunded after submission of the Performance Security (PS) to be furnished on award of the work. In case of unsuccessful agencies during the Technical Evaluation, the EMD will be returned/refunded within 30 days of declaration of result of first stage i.e., technical evaluation. And in case of unsuccessful agencies during the Financial Bid, the EMD will be returned/ refunded within 30 days of award of the contract to the successful Agency.

D) PERFORMANCE SECURITY:

The successful Agency shall, at its own expense, deposit Performance Security with the Commission, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, for the due performance and fulfilment of the contract by the Agency.

- i) This Performance Security will be for an amount equivalent to 3% of the contract value. Performance security may be furnished in the form of Account Payee Demand Draft, FD, Bank Guarantee from Commercial Bank or online payment in an acceptable form. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Security shall be borne by the agency. The Performance Security may be discharged/returned by the Commission upon being satisfied that there has been due performance of the obligations of the agency under the contract. However, no interest shall be payable on the Performance Security.
- ii) The Performance Security should remain valid till the period of 60 days beyond the date of completion of all contractual obligations.
- iii) In the event of extension of the contract period, the Performance Security shall also be extended accordingly.

E) SUBMISSION AND ACCEPTANCE OF BIDS:

Proposals must be received by the Commission, at the address specified not later than the date and time specified in the Invitation of RFP. In case the specified date for submission of proposal is a declared holiday, the same will be received on next working day within the same specified time. Proposals received after the due date and time specified will be rejected. No proposal shall be accepted unless it is properly sealed.

- (i) Sealed bids received till closing date will be taken up for opening. Bids received after specified date and time will not be accepted. The Commission reserves the right to disqualify any of the bidders in case it is not satisfied with the documents furnished or otherwise without assigning any reasons thereof. If a bidder is found to have submitted more than one bid, all such bids shall be disqualified. If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and shall not be considered. Any efforts by an agency to influence the Commission's personnel or representatives on matters relating to proposal under Study in the process of examination, clarification, evaluation and comparison of proposals and indecision concerning award of contract, shall result in the rejection of the Agency(s) proposal and also lead to black listing of the organization.
- (ii) Failing to execute the Contract Agreement within the said period may result in termination of contract and the Commission may award the same to the next highest CTFS scoring agency.
- (iii) The person to sign the Contract Agreement shall be duly authorized by the agency.
- (iv) Validity period of the proposal shall be 90 days from the submission of the bid/proposal. If need arises, CCI may request the agency to extend the validity period of their proposals beyond the validity period of 90 days. Agencies who agree to such extension shall maintain the availability of core team composition submitted in the proposal and also keep the technical and financial proposal unchanged, during the extended validity period. Agencies who do not agree, have the right to refuse to extend the validity of their proposals. Under such circumstance, their proposal will not be considered and the Commission may award the same to the next highest CTFS scoring agency.

F) TERMINATION OF AGENCY:

The CCI may at any time terminate the Contract Agreement by giving a written notice to the Agency. Termination of contract will be without compensation to the Agency provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the CCI.

G) CONTINUANCE OF THE CORE TEAM MEMBERS:

Continuance of the Core Team Members for the entire duration of the Agreement shall be ensured by the Engaged Agency. However, to take care of unavoidable circumstances, Agency shall have a clause in their Contract Agreement binding the outgoing member of the core team for at least one month to ensure proper handover, training and handholding to the newly appointed resource persons. In case of any attrition in the study team, the

Agency would be required to ensure that the new staff is appropriately trained. Any change in the core team will be only with the prior approval of the Commission.

XIV. EXTENSION OF TIME:

- (i) No extension of time in submitting the Final Report shall be allowed under ordinary circumstances. However, in the event that the Selected Agency is not able to complete the work within the stipulated time from the date of communication of undertaking the work, a formal request will be required to be submitted by the Selected Agency well in time, along with the status of the work, reasons for delay and further time sought to complete the work. Such a request will be decided by the Commission based on the merits of the case. The Commission may allow extension of time with or without penalty. The decision of the Commission in this regard will be final.
- (ii) If the Commission allows extension of time with penalty, a penalty of 1% of the contract value will be levied for a delay of every 15 days, subject to a maximum of 5% of the contract value. Penalty will be charged on a pro-rata basis in case of delay for part thereof.
- (iii) The Commission may, on its own, extend the time for submission of report/completion of the work/study in view of unforeseen circumstances. The same will be communicated to the Selected Agency. Any change in the terms would be subject to negotiation, and the decision of the Commission would be final.

XV. INTELLECTUAL PROPERTY RIGHTS:

The outcome of the Study in the form of the Study Report will be the intellectual property of the Commission.

- No data collected for the purpose of the Study shall be used by the Agency for any purpose other than the Study.
- The data, reports and other material used by the Agency during the conduct of the survey shall remain the property of the Commission. The Agency will not be allowed to use this information in any forum, national or international, without the explicit permission given in writing by the Commission.

XVI. EMPLOYMENT BY ENGAGED AGENCY OR SUB-CONTRACTING:

- The Engaged Agency shall not sub-contract the work, either in full or in any part thereof to any individual/firm/organization at any point of time during the agreement except with prior written approval of CCI. Any breach of the terms of the Agreement or the RFP or any other document executed between the Parties, by such approved sub-contractor, shall be deemed to be a breach of the Agreement by

the Engaged Agency. The Engaged Agency shall be deemed to be solely responsible on behalf of and for the conduct of the approved sub-contractor.

- The Engaged Agency's staff/employee or team that is performing the Study shall not be treated as the Commission's staff/employee for any purpose whatsoever. The Engaged Agency shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the Study. The Commission shall not be liable to any penalty under relevant Labour Laws, Rules, Regulations, and Notifications for which the Engaged Agency is or may be responsible under the law. However, if the CCI is required to pay any cost/damages of any nature on account of the Engaged Agency's liabilities, the said cost/damages shall be recovered from or set off against any dues payable to the Engaged Agency.

XVII. TERMINATION

- i) CCI shall be entitled to terminate the Agreement with the selected bidder ('or the Engaged Agency') at any point of time, without payment of any costs, charges, damages or compensation by providing a written notice of one month to the Engaged Agency. The Agreement shall stand terminated on the expiry of the said period of one month relieving both Parties of their respective obligations, save such obligations and/or liabilities of the Engaged Agency that, by their nature survive the termination of the Agreement. That such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the CCI.
- ii) Failure to execute the Agreement within the stipulated period may result in termination of contract and the Commission may award the same to other agency/agencies.
- iii) Notwithstanding anything herein contained, the Commission may (without prejudice to any of its other right or remedies under the Agreement or under any law for the time being in force) without any notice and assigning any reason whatsoever may terminate, the whole or any part, of this Agreement under any one or more of the following conditions:
 - (a) Misrepresentation or submission of false particulars for securing engagement as an Engaged Agency.
 - (b) Non-adherence to the provisions of RFP.
 - (c) Evidence of sub-contracting any activity undertaken in pursuance of conducting the Study without prior written approval of the Commission.

- (d) Consistent poor quality of the work done by the Engaged Agency as adjudged by the CCI throughout the course of the Agreement.
- (e) Mismanagement/misuse/misappropriation of the information that is secured as a result of this Study.
- (f) Non-provision of necessary infrastructure required to successfully carry out the Study.
- (g) Complaints received against the Engaged Agency.
- (h) Information provided by the Engaged Agency is found to be false/forged/incorrect/altered.
- (i) Non co-operation during audits/inspections by CCI or auditing agencies empanelled by the Commission.
- (j) Misleading claims are made about the engagement status.
- (k) Engaged Agency becomes insolvent, bankrupt, or a resolution is passed for the winding up of the Engaged Agency.
- (l) Significant changes to the organization leading to change of management/non-notification of these changes to the CCI.
- (m) Engaged Agency is found to be involved in plagiarism or is in breach of any copyright of any person/institution/body/authority.
- (n) Not maintaining the required standard of confidentiality of information know-how, documents, data collected, or any other violation of the Confidentiality clause of this Agreement.
- (o) Soliciting/attempting to solicit information outside the scope of work.
- (p) Non-adherence to the time frame set out in this Agreement.
- (q) Any other reasons as may be deemed fit by the CCI for termination of this Agreement.

XVIII. CONFIDENTIALITY

- a. The Engaged Agency or the Personnel engaged by it, shall not disclose or cause to disclose the proprietary or confidential information or any information incidental thereto relating to this Study or Agreement without the prior written consent of the CCI. Strict confidentiality of the field data collection/Interim Report/ /presentation

to be made before the Commission/composition of the team members selected to work on the Study, shall be maintained at all times.

- b. The Engaged Agency shall keep all the knowledge and information (which is not within the public domain), which may be acquired, directly or indirectly, during the process of carrying out of this assignment, strictly confidential for all times and purposes. All final reports and other documents or software submitted by the Engaged Agency in the performance of the Services, shall become and remain the property of CCI and CCI shall become the first owner of the work so created in terms of Copyright Act, 1957.
- c. The Engaged Agency shall keep confidential and shall not, without the consent of CCI, divulge or part off or cause to divulge or part off to any third party any documents, data or other information incidental to or in connection with this assignment except where such information is in public domain or required under the statute or Law.
- d. The Engaged Agency shall not without CCI's prior written consent disclose or cause to disclose the Agreement, or-any provision thereof, or any specification, sample or information furnished by or on behalf of CCI in connection therewith, to any person other than a person employed by the Engaged Agency in the performance of the Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be indispensably necessary for the purpose of such performance.

XIX. QUALITY CONTROL

- a. The Engaged Agency covenants and agrees to maintain a level of quality with respect to scholarship, research work and market survey processes that shall result in the achievement of the deliverables as specified in the RFP, measured as and when the Commission deems fit. For any breach of a timeline identified by CCI and as specified in the Agreement, the Engaged Agency shall provide CCI with: (i) a root cause analysis, (ii) an action plan detailing corrective actions required and (iii) an action register showing the status of the action plan.
- b. For each deliverable specified in the Agreement, the Engaged Agency will develop a quality performance program no less stringent than the standards currently employed by other agencies that are in the business of conducting market studies/surveys similar to the one envisaged in the agreement.
- c. CCI, if desired, may carry out site visit for review of field survey/work being carried out by the Engaged Agency for the Study.
- d. CCI may notify the Engaged Agency, in writing, if the Engaged Agency has failed to meet the requirements set forth in either sub-clause (a) or (b) above. If, during

the term of the Agreement, CCI so notifies the Engaged Agency that it has failed to meet quality control assurance, then the Engaged Agency shall be deemed to be in breach of the Agreement.

- e. In the event of failure to comply with the aims and objectives, including but not limited to timely submissions, quality of survey/report at each stage and other incidental or ancillary deliverables expected from the "work/survey", the Engaged Agency may invite suitable penalty as provided in the RFP.
- f. In case the Commission allows extension of time to the Engaged Agency for the completion of the study at any stage with penalty, then a penalty of up to 01% of the contract value may be levied for delay of every 15 days. Penalty may be charged on pro-rata basis in case of delay for part thereof.

XX. ENGAGED AGENCY'S DEFAULT

- a. In the event, the Engaged Agency withdraws/ alters/modifies/ amends its bid between the date of the signing of the Agreement and the date of submission of Performance Security, then the Earnest Money Deposit (EMD) submitted shall be forfeited.
- b. In the event, the Engaged Agency withdraws/ alters/modifies/amends its bid within the bid validity period or fails to honour the Letter of Intent or fails to execute the Agreement, then the EMD and /or Performance Security, as the case may be, submitted shall be forfeited.
- c. Further, if the Engaged Agency fails to honour the Agreement, or is in breach of the terms and conditions of the Agreement, or quits in between, the Agreement shall be terminated by CCI, forfeiting the Performance Security submitted by the Engaged Agency.

XXI. NON-DISCLOSURE

- a. The Engaged Agency agrees to not disclose or cause to disclose the information or material or information flowing from such material, to any other person provided or made available to the Engaged Agency by CCI or any of its officers during the course of the engagement/appointment/assignment. Such information and material shall herein after be referred to as "Confidential Information" and shall also include and shall not be limited to opinion, report, research or any analysis generated/submitted by the Engaged Agency to CCI as part of the engagement/appointment/assignment.

- b. The Engaged Agency agrees not to reveal or cause to reveal the form, nature or content of any Confidential or Non-confidential Information to any person either directly, indirectly or otherwise.
- c. The Engaged Agency shall take all reasonable and appropriate measures to safeguard all Confidential Information received during the continuation of his/her engagement/appointment/assignment and thereafter refrain from unauthorized and unwarranted use, publication or disclosure to any person/institution/body/organization/authority.
- d. The Engaged Agency shall use Confidential Information only to accomplish the purposes of engagement/appointment/assignment and not otherwise.
- e. Unless otherwise specified in writing, CCI shall have exclusive rights over all information and materials provided by CCI to the Engaged Agency. Immediately upon cessation or termination of engagement/appointment/assignment, the Engaged Agency shall cease using such information and shall forthwith return all information and materials, whether confidential or not, to CCI.
- f. The Engaged Agency/ agrees not to disclose or cause to disclose to any person other than necessarily required in terms of the Agreement any information during the continuation of this Agreement and thereafter, which came to the knowledge of the Engaged Agency as a consequence of his/her engagement/appointment/assignment.
- g. The Engaged Agency shall abide by the provisions of the Competition Act, 2002 and the rules, regulations, guidelines, notifications, etc., framed or issued thereunder regarding confidentiality during the continuation of his/her engagement/appointment/assignment and shall not indulge in any act which may be in conflict with or otherwise jeopardise the interest of CCI in any manner.
- h. However, the Engaged Agency shall not be held liable for breach of the Agreement for all such information which is freely available in the public domain.
- i. The Engaged Agency to declare that, to the best of its knowledge, it has no relationship, interest, connection or affiliation whatsoever which would prevent it from performing its duties in and towards CCI. The Engaged Agency has understood that a conflict/potential conflict of interest may arise when it has a financial or some other interest to a matter/case on which it is assigned or working on in CCI. Engaged Agency has also agreed to immediately bring it to the notice of CCI if a conflict/potential conflict arises any time during its engagement/appointment/assignment and it shall discontinue working on such matter/case and return all documents and material pertaining to such matter/case to CCI forthwith.

- j. Any modification, amendment or waiver of the terms of the Agreement shall require the prior written approval of the parties to the Agreement or their authorized representatives.
- k. Should any court of competent jurisdiction later consider any of the clauses of the Agreement to be invalid, illegal or unenforceable, such provision shall be considered severed from the Agreement. All other provisions, rights and obligations shall continue without regard to the severed provision, provided that the remaining provisions of the Agreement are in accordance with the intentions of the parties.
- l. Breach of any of the conditions of the Agreement by the Engaged Agency shall lead to immediate termination of the engagement/appointment/assignment and shall also make it liable to the persons/enterprises/authority/body/institution/organization whose information was disclosed or used by the Engaged Agency for purposes other than those mentioned in the Agreement by the Engaged Agency.
- m. The Engaged Agency agrees to indemnify and keep indemnified CCI for any or all costs incurred or any liability accrued to CCI as a result of any litigation/suit/proceedings pursuant to the disclosure of any confidential information by the Engaged Agency.

XXII. INDEMNITY

- a. The Engaged Agency hereby agrees and undertakes to indemnify, keep indemnified, defend and hold harmless the CCI and its officers, employees, representatives and agents against all losses, claims, damages, penalties, costs or expenses, duties, of any kind whatsoever which may arise on account of breach of warranty, representations, unauthorized acts, fraud, deed or any other acts of the Engaged Agency or any of its Personnel, incurred or to be incurred by the CCI or its employees as a result of any act, omission or commission, negligence or any other reasons whatsoever, on the part of the Engaged Agency or any of its Personnel.
- b. For the purposes of the Agreement, the Engaged Agency shall include the Engaged Agency, its Personnel, employees, consultants and/or other authorized persons.
- c. The Commission shall have no liability whatsoever for any injury to the Engaged Agency and/or its Personnel/staff caused or suffered in the course of performance of the obligations by the Engaged Agency in terms of the Agreement.
- d. The Engaged Agency shall be: a) provided prompt notice of any such claim upon such claim arising and b) provided all reasonable co-operation and assistance by the Commission to enable the Engaged Agency to defend or settle such claims with full co-operation from the Commission towards the same.

- e. Each Party shall agree to refrain from admitting liability or otherwise compromising any third-party claim in whole or in part without consulting the other, except to the extent required by applicable laws.
- f. The responsibility of the Engaged Agency to indemnify set forth in this Clause and the obligations thereunder shall survive the termination of the Agreement for any reason whatsoever with regard to any indemnity claims arising out of or in relation to the performance or non-performance thereof.
- g. Subject to the terms of the Agreement, the Engaged Agency shall be liable to pay monetary damages to CCI for any loss incurred or suffered by CCI on account of delayed work, deficient quality of service rendered, loss of documents/deliverables or interruption in the services for reasons, directly or indirectly and solely attributable to the Engaged Agency. The Engaged Agency shall also be responsible to settle all or any claims relating to a violation of a third-party licence, intellectual property right(s) or for any liability or claim for bodily injury, death or damages to real property or person. This clause will survive the expiration, cancellation or termination of the Agreement.

XXIII. CONFLICT OF INTEREST

- a. CCI considers a conflict of interest to be a situation in which the Engaged Agency has interests that could improperly influence the Engaged Agency's performance of duties or responsibilities, contractual obligations or compliance with applicable standards, laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. CCI requires that the Engaged Agency shall provide professional and objective services and at all times hold CCI's interests paramount, strictly avoid conflicts of interest with other assignments or its own corporate interests and act without any consideration for future work.
- b. CCI considers a conflict of interest in case the Engaged Agency and any of its affiliates/personnel (team executing the engagement) that has a business or family relationship with a member of CCI's staff who is directly or indirectly involved in any part of the preparation of the RFP of the work to the selection process for the Engaged Agency.
- c. The Engaged Agency shall have an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of CCI or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Engaged Agency or the termination of the Agreement.

XXIV. ARBITRATION

- a. Except as otherwise provided elsewhere in the Agreement, if any dispute, difference, question or disagreement or matter whatsoever shall, before/after completion or abandonment of work or during the extended period, hereinafter arise between the parties as to the meaning, operation or effect of the agreement or out of or relating to the agreement or breach thereof, which cannot be mutually resolved, shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time).
- b. That the Seat and the venue of arbitration shall be New Delhi, India. The language used for the arbitration procedure will be English. The Agreement shall be governed by the laws of India. That for the purposes of resolution of any disputes arising herein, the Courts at Delhi shall have the sole jurisdiction to adjudicate. That any action arising out of or in relation to the Agreement shall be initiated and maintained in a court of competent jurisdiction at Delhi.

XXV. MISCELLANEOUS

- a. **Right to Inspect and Audit:** The CCI shall have the right to:
 - i) Carry out any inspection, background checks, and audits of the Engaged Agency and the quoted/cited data-sources.
 - ii) Verify any allegations made by/made against the Engaged Agency in relation of the Study.
 - iii) To do such acts as may be necessary for ensuring effective implementation of the agreement.
- b. **Interpretation:** All documents forming part of this RFP are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or commission in the Agreement, the matter may be referred to the CCI which shall give its decision and issue to the Engaged Agency instructions directing in what manner the work is to be carried out. The decision of the CCI shall be final and conclusive and the Engaged Agency shall carry out work in accordance with this decision. No verbal agreement or inference from conversation with any officer or employee or contract worker of the Commission before, during or after the execution of the 'Study' shall in any way affect or modify any of the terms/obligations contained herein.
- c. **Severance:** If any of the terms, covenants or conditions thereof as to the application of such term, covenant or conditions are held invalid as to either party by any arbitration tribunal or court having jurisdiction, the remainder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and effect and shall continue to be valid, legal, subsisting, binding and enforceable.

- d. **Survival of Rights, Duties and Obligations:** Termination of the Agreement for any cause shall not release a party from any liability which at the time of the termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- e. **Entire Agreement:** The Agreement and the Schedules, Annexures and Appendices hereto constitute the entire Agreement between the Parties as to the subject matter hereof and supersede any and all prior understandings between the Parties on the subject matter thereof.
- f. **Fraud and Corruption:** CCI requires that the Engaged Agency must observe the highest standards of ethics during the performance of the Agreement. CCI will terminate the Agreement, if it determines that the Engaged Agency has engaged in corrupt, fraudulent or unfair trade practices, coercive or collusive practices, directly or indirectly, in competing for a contract or execution of a contract.
- g. **Amendments and Modifications:** Subject to the terms outlined in this RFP, CCI may request reasonable adjustments and/or additions to the scope of services performed by the Engaged Agency by giving written notice thereof to the EA. The EA shall negotiate in good faith on any and all requested adjustments and/or additions to the scope of services under this agreement. This change in the scope of services shall have no effect on the payment terms.

XXVI. FACILITATION SUPPORT

The Commission will provide facilitation support through an authorization letter, if required.

ANNEXURES

Annexure-1

Statement of Turnover

S. No.	Financial Year	Turnover (in Rs. Lakh)
1.	2020-21	
2.	2021-22	
3.	2022-23	

Copies of financial statements duly audited by Statutory Auditors to be submitted. In the absence of the same, certificates issued by chartered accountants for the relevant years to be submitted.

SIGNATURE

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

Annexure-2

Performance Statement

S. No.	Description of Study/ Project	Year	Name and full address of the contract awarding body
1.			
2.			
3.			
4.			
5.			

Work Order/ Completion Certificate/ Project Report to be submitted in support of each Study/ Project

(Please use additional sheets if required)

SIGNATURE

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

Annexure-3

Draft No- Conviction / Debarment Certificate*

To,

**The Joint Director
Secretariat
Competition Commission of India
9th Floor, Office Block – 1
Kidwai Nagar (East)
New Delhi - 110023, INDIA**

Sub: No-Conviction/ Debarment Certificate

We hereby declare that our Agency has never been debarred or black-listed or restricted to apply for any such activities by any Central/State Government Department/ PSUs or Court of law anywhere in the country in the past.

Yours faithfully,

Signature

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

****On the letterhead of the Agency***

Annexure 4: Letter of Transmittal*

To

**The Joint Director
Secretariat
Competition Commission of India
9th Floor, Office Block – 1
Kidwai Nagar (East)
New Delhi - 110023, INDIA**

Dear Sir,

We, the undersigned, offer to provide the services for conducting Market Study on Artificial Intelligence and Competition in accordance with your Request for Proposal (RFP) dated --. We hereby submit our Proposal, which includes the Technical Proposal and a Financial/Commercial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements submitted in this proposal are true, and in case of any concealment, mis-statement, misrepresentation or suppression contained herein may lead to our disqualification.

The quoted prices in the Financial Proposal are valid till 90 days from the last date of submission of the bid of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you any time before the expiry date.

The quoted prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.

We fully understand the Terms, Conditions and other provisions as contained in the RFP.

We understand that the Competition Commission of India is not bound to accept the lowest or any proposal or to give any reason for award or rejection of any proposal.

I confirm that I have the authority of [Insert Name of the Agency] to submit the proposal and negotiate on its behalf.

Yours faithfully,

Signature (in full and initials):

Name and Designation of the Authorised Signatory:

Contact no. of the Authorised Signatory:

Email ID. of the Authorised Signatory:

Name of Agency:

Address

Date:

****On the letterhead of the Agency***

Annexure 5: Outline of Experience including Relevant Experience*

<p>Agency profile <i>(Number of years of existence, turnover, areas of work in competition law, regulation and policy, dedicated AI vertical, any other relevant vertical in technology markets, global presence and exposure, and access to relevant resources/databases with relevant links to be submitted)</i></p>
<p>Number and details of relevant projects including scope, methodology, outcomes (AI related/tech-policy related/competition related/sectoral studies for policy purposes) <i>(Copy of work order/project report/completion certificate to be furnished for each project for maximum 10 projects)</i></p>
<p>Citations of reports/surveys of aforementioned relevant projects in public reports/government policy documents, media etc. <i>(Add relevant links)</i></p>
<p>Empanelment with government/statutory bodies <i>(List along with empanelment letters to be submitted)</i></p>
<p>Any other factor deemed relevant for assessment <i>(Add relevant links/documents)</i></p>

Signature:

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

**On the letterhead of the Agency*

Annexure 6: Details of the Resource Persons/Team Composition

A. Details of team leader/co-team leader (Please specify): *(Attach copy of the CV)*

Name			
Qualification			
Designation			
Years of experience			
Name of research institutions/organisations he/she has worked for:	Period from ...to ...	Description of role/responsibilities	Details of projects steered

B. Details of the team members: *(Attach copies of the CVs)*

Sl. No.	Name	Qualification	Designation	Nature and Scope of Work Undertaken	Years of Relevant Experience	Position/task assigned for the study
1.						
2.						
3.						
..						
...						

(Please use additional sheets if required)

Signature:

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

Annexure 8: Financial Bid
(Amount in INR)

(A) Financial bid, excluding taxes :.....

[Component-wise cost break up under major heads should be furnished]

(B) Tax rate and tax amount:

(C) Financial bid, including tax amount (Total of A+B):

Signature:

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

LIST OF ANNEXURES AND FORMATS

- 1. ANNEXURE 1: STATEMENT OF TURNOVER**
- 2. ANNEXURE 2: PERFORMANCE STATEMENT**
- 3. ANNEXURE 3: DRAFT NO-CONVICTION/DEBARMENT CERTIFICATE**
- 4. ANNEXURE 4: LETTER OF TRANSMITTAL**
- 5. ANNEXURE 5: OUTLINE OF EXPERIENCE INCLUDING RELEVANT EXPERIENCE**
- 6. ANNEXURE 6: DETAILS OF RESOURCE PERSONS/TEAM COMPOSITION**
- 7. ANNEXURE 7: APPROACH, METHODOLOGY AND DETAILED WORK PLAN**
- 8. ANNEXURE 8: FINANCIAL BID**