

Request for Proposal
For
Selection of Consultant for assisting Directorate of
Industries in
EODB, Single Window in the State of Uttarakhand
(For shortlisted bidders only)



Directorate of Industries (DoI)
Government of Uttarakhand
Patel Nagar, Dehradun



NOTICE

INVITING TENDER FOR

Selection of Consultant for assisting Directorate of Industries in EODB and Single Window in the State of Uttarakhand

The Directorate of Industries (DoI), Government of Uttarakhand invites technical and financial proposals from shortlisted management consultancy firms in the request for Expression of Interest (EoI reference No. 2544, dated: 31 August, 2022) floated by Directorate of Industries for supporting the State of Uttarakhand in EODB, Single Window and investment promotion.

This RFP document has been prepared to provide details about scope of work, expectations from consultant, bidding procedure etc. It can be downloaded from the website www.doiuk.org. Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The tender document cost of Rs.5,000/- + GST as applicable is to be submitted vide crossed demand draft on any Nationalized bank/Scheduled Bank in favor of “Director Industries, Uttarakhand” payable at Dehradun.

Issued by

Director Industries
Directorate of Industries
Patel Nagar,
Dehradun, Uttarakhand
248001 (India)



Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidder(s) by the Directorate of Industries (DoI), Government of Uttarakhand herein after referred to as Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Department, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.



1. Fact Sheet

Sr. No.	Particulars	Details
1	Availability of RFP document on the official website (www.doiuk.org)(for shortlisted bidders only)	15-11-2022
2	Last date for receiving queries	23-11-2022, 5:00 PM (by post/by hand/ by email)
3	Response of queries	25-11-2022
4	Last date and time for submission of proposal	03-12-2022, 11:00 AM (By post/ by hand only)
5	Technical Proposal Opening	03-12-2022, 11:30 AM
6	Technical Presentation	To be intimated separately
7	Cost of Tender (Demand Draft)	INR 5,000 + GST as applicable
8	Earnest Money Deposit (Demand Draft/Bank Guarantee)	INR 16.00 Lacs (Rupees Sixteen Lacs)
9	Performance Bank Guarantee	5% of the Consultancy Fees of the selected bid.
10	Method of Selection	QCBS 80:20
11	Contact Details	Director Directorate of Industries, Government of Uttarakhand, Industrial Estate, Patel Nagar, Dehradun, Uttarakhand - 248001 Email: mpr@doiuk.org

Note:

1. Department reserves the right to change any schedule of bidding process. Please visit the Department website regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.



2 Background Information

2.1 Background

Uttarakhand has an emerging economy with a growing industrial base both in public and private sector and a vibrant entrepreneurial culture that thrives on creativity, nimbleness and strong business acumen. Industries remain an integral component of the State's economy, with capabilities in the entire manufacturing value chain, from R&D and design to marketing and sales. The state is building successful partnerships with foreign firms, strengthening domestic capabilities and forging strategic linkages. State government has been proactively working to create a conducive investment climate through infrastructure creation, reduced regulations, investment promotion, general facilitation and evolving such policies so as to induce investments in the state. Through the appointment of a Consultant, the State Government intends to further bolster investment inflow and to improve Ease of Doing Business and thereby accelerate industrial progress of Uttarakhand.

Uttarakhand is an acknowledged 'leader' under the "Ease of Doing Business" initiative of the Government of India. The state has an unbeatable combination of world famous educational institutes providing highly skilled manpower, Good Law and Order, Access to a huge market due to proximity to the National Capital region, World Class Industrial & Social Infrastructure and some of the most picturesque places in the World. All of these factors along with the commitment of the state government to the Industry sector makes Uttarakhand a highly sought after Investment Destination.

Directorate of Industries, Government of Uttarakhand is a State level office responsible for implementing the policies and programmes for industrial development in the state. The main aim of Directorate of Industries is to provide a comprehensive framework to enable a facilitating, investor friendly environment for ensuring rapid and sustainable industrial development in Uttarakhand and to generate additional employment opportunities and to bring about a significant increase in the State Domestic Product, eventually widening the resource base of the State. Directorate of Industries works through District Industries Centres (DIC) at district level. Also, the state's Single Window Clearance System is being operated by the Directorate of Industries.

With a view to catalyse growth in industrial sector which aims to utilize resources available in Uttarakhand and which can generate employment for local inhabitants, the State adopted "Ease of Doing Business"/BRAP initiative of DPIIT, Government of India. Uttarakhand was ranked at number 23 in 2015-16, number 9 in 2016-17 and number 11 in 2017-18, in the Ease of Doing Business (EODB) rankings by DIPP. State was ranked under "Achievers" category in the latest ranking of 2020-21.

In this regard, Directorate of Industries (which is the nodal department) intends to on-board an agency, for a period of two years, to assist and support State Government in improving the business climate by ensuring effective and on ground implementation of BRAP including Single Window Clearance System. Investor Facilitation Centre has been set up in the Directorate which need to be further strengthened.

Directorate of Industries proposes to invite proposals from consultancy firms having similar experience.



3 Eligibility Criteria

3.1 Eligibility requirements for the Consultant

The invitation to proposal is open to only those bidders who have been shortlisted in the Expression of Interest (EoI reference No. 2544, dated: 31 August, 2022) floated by Directorate of Industries, Government of Uttarakhand.

4 Instruction to the Bidders

4.1 General Conditions of Contract

- 1 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.
- 2 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- 3 This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- 1 “Bidder” means firm/ company who submits proposal in response to this Request for Proposal document.
- 2 “Consultant” means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
- 3 “Contract” means the Contract entered into by the parties for providing consultancy services alongwith the entire documentation specified in the RFP.
- 4 “Personnel” means professional and support staff provided by the Consultant to perform services to execute an assignment and any part thereof.
- 5 “Proposal” means proposal submitted by bidders in response to the RFP issued by the Department for selection of Consultant
- 6 “Services” means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.

4.3 Compliant Tenders/ Completeness of Response



- 1 Bidders are advised to study all instructions, forms, terms, requirements and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2 Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - Comply with all requirements as set out with in this RFP.
 - Submit the forms as specified in this RFP and respond to each element in the order asset out in this RFP.
 - Include all supporting documentations specified in this RFP.

4.4 Bidder queries & Clarifications

4.4.1 Bidders Queries

- a Bidder can submit their queries/ seek clarification by email as per the schedule mentioned in Fact Sheet of this document.
- b The Bidders will have to ensure that their queries reach the Department by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Summary.
- c Sheet of this document through the e-mail of only authorized representative of the bidder. The queries should necessarily be submitted in the following format:

Selection /Page No.	Content of RFP requiring clarifications	Change /Clarification Requested	Explanation /Justification

- d The Department shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.
- e The purpose of query clarification is to provide the bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project.

4.4.2 Responses to Pre-bid Queries and Issue of Corrigendum

- a The Department will endeavour to provide timely response to the queries. However, the Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Department undertake to answer all the queries that have been posed by the bidders.
- b At any time prior to the last date for receipt of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.



- c The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on the Department website www.doiuk.org
- d Any such corrigendum shall be deemed to be incorporated into this RFP.

4.5 Key Requirements of the Bid

4.5.1 RFP Document Fees

RFP document will be shared with the shortlisted bidders of EOI No. 2544, dated 31 August, 2022 by email to authorized representative. Bank demand draft of INR 5,000/- + GST as applicable drawn in favor of the “Director Industries Uttarakhand” payable at Dehradun from any nationalized bank/scheduled bank should be attached with the Proposal. Proposals received without adequate RFP Document fees shall be rejected.

4.5.2 Earnest Money Deposit

4.5.2.1 Bidders shall submit, alongwith their Bids, EMD of Rs. 16,00,000/- (Rupees Sixteen Lacs Only), in the form of a Demand Draft OR Bank Guarantee (in the format specified in Annexure IV) issued by any nationalized bank/scheduled commercial bank in favor of the “Director Industries, Uttarakhand” at Dehradun, and should be valid for 180 Days from the due date of the RFP.

4.5.2.2 EMD of all unsuccessful bidders would be refunded by the Department within 30 Days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of **5% Performance Bank Guarantee on total contract value** as per the format provided in Appendix IV.

4.5.2.3 The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.

4.5.2.4 The EMD may be forfeited:

- i If a bidder withdraws its bid during the period of bid validity.
- ii In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

4.5.3 Submission of Responses

4.5.3.1 Technical Cover(containing) (Printed on Envelope)

- i Cover letter – Annexure I
- ii EMD, Power of Attorney / Letter of authorization and Bid Document Fees(in a separate sealed envelope)
- iii Technical Proposal for Evaluation(in a separate sealed envelope)

4.5.3.2 Financial Proposal (Printed on Envelope)

- i Financial proposal shall be submitted in a separate sealed envelope clearly marked as ‘Financial Proposal’.
- ii Consultant wise /Experience wise rates shall be quoted. These rates shall be applicable for additional requirement of manpower according to



department's requirement.

4.5.4 Authentication of Bids

A Proposal should be accompanied by authorization letter / power-of-attorney in the name of the signatory of the Proposal as per Annexure II mentioned in this RFP.

4.6 Preparation and Submission of Proposal

4.6.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.6.3 Late Bids

- a** Original hard copy of Tender, fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b** The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c** Department shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.
- d** Department reserve the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4.7 Evaluation Process

- a** Department will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b** The Proposal Evaluation Committee constituted by the Department shall evaluate the responses to the RFP and all supporting documents / documentary evidence. The technical presentation shall take place before the Tender Committee. Inability to submit requisite supporting



documents/documentary evidence, may lead to rejection.

- c The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d The department reserves the right to reject any or all proposals on the basis of any deviations.
- e Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

4.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by Proposal evaluation committee authorized by the Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

4.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

4.7.3 Tender Evaluation

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

4.8 Modification and withdrawal of Bids

- a The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Department.
- b Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids and the expiry of the proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

4.9 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

For all other cases, the Bidder shall design a form to hold the required information.



4.10 Opening of Proposal

First, The Technical cover will be opened. The Financial proposal of technically successful bidders will be opened. The Evaluation Committee or its authorized representative will open the tenders.

4.11 Right To Accept Or Reject Proposal

- 1 Department reserves the right to annul the RFP process, or to accept or reject tender any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision
- 2 Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications

4.12 Deciding Award of Contract

- a The Department shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will not be opened after completing the selection process. The Department shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- b The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Department at the opening of Financial Bid.
- c After acceptance of LoA, Performance Security @ 5% of Contract value shall be submitted as specified in this document for signing an Agreement with Department.
- d Special Condition for Awarding the Agreement:
 - i The Department will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the bid document.
 - ii The Department may extend the Agreement with mutual consent for a time period beyond what has been specified in 'Duration of Contract' as mentioned in Section 4.15 in the document.
 - iii The Department will also have the right to provide extension/increase in the scope of work as per the mutually agreed terms and conditions between both the parties.

4.13 Confidentiality

- a As used herein, the term "Confidential Information" means any information, including information created by or for the other party,



whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services here under are the Confidential Information of the Bidder.

- b The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- c At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e The obligations of confidentiality under this section shall survive rejection of the contract.

4.14 Publicity

Any publicity by the bidder containing the name of Department should be done only with the explicit written permission from Department.

4.15 Execution of the Agreement

After acknowledgement of the LoA by the selected bidder, a performance security of 5% of Contract value has to be deposited in the form of Bank Guarantee of any scheduled/ nationalized for a period of 26 months (two months more than Duration of Contract) and shall sign the Agreement within Thirty days from the issue of LoA.

4.16 Performance Guarantee

The successful Consultant company/firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Security' in this document.

4.17 Duration of Contract



The Contract shall initially valid for a period of 24 Months from the date of signing of Agreement. The Department may extend the Agreement for a period not extending more than 12 Months on same terms and conditions at the discretion and satisfactory performance of consultant by the Department on mutual agreement.

4.18 Terms and Conditions: Applicable Post Award of Contract

4.18.1 Termination Clauses

4.18.2 Termination for Default

- a Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach):
- b If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the Department; or
- c If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- d If the selected bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- e If the selected bidder commits breach of any condition of the contract
- f If the Department terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

4.18.3 Termination for Insolvency

The Department may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Department.

4.18.4 Termination for Convenience

- a The Department, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b In such case, the Department will pay for all the pending invoices as well as the work done till that date by the Consultant and would pay for 60



days period.

- c Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- d **Limitation of Liability-** In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other here under or in relation here to (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

4.18.5 Termination by Department

- a The Department may, by not less than 30 days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i The Consultant fails to remedy any breach here of or any failure in the performance of its obligations here under, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
 - ii The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii The Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
 - iv The Consultant submits to the Department a statement which has a material effect on the rights, obligations or interests of the DEPARTMENT and which the Technical Consultant knows to be false;
- b Any document, information, data or statement submitted by the in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60)days
- c If the Department would like to terminate the contract for reasons not attributable to the Consultant performance, they will need to clear all invoices for the services up to the date of their notice along with 1 month fee pro-rat a fee out of the total fee.
- d If the Department would like to terminate the contract for reasons attributable related to the Consultant performance, the government will give a rectification notice for 3 months to consultant in writing with specific observations and instructions.



4.18.6 Termination by Consultant

- a** The Consultant may, by not less than 30 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i** The Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Department of the Technical Consultant's notice specifying such breach;
 - ii** If there are more than 2 un-paid invoices and the Department fails to remedy the same within 45 days of the submission of the last un-paid invoice;
 - iii** As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - iv** The Department fails to comply with any final decision reached as a result of arbitration.
- b** Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by Department to the Consultant within 30 days of the contract termination

4.18.7 Consequences of Termination

- a** In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Consultant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next success or Consultant to take over the obligations of the erstwhile Consultant in relation to the execution/continued execution of the scope of the Contract.
- b** Nothing herein shall restrict the right of the Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Department under law or otherwise.
- c** The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.19.1 Liquidated Damages

- a** Not with standing Department's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the



specified delivery schedule subject to a maximum of 10% of the value of the order value. No Damage will be charged in case of force measure beyond control of the bidder.

- b** Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c** Department reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Department to the bidder. Liquidated damages will be calculated on per week basis.
- d** The cumulative and aggregate limit of Liquidated Damages (LD) for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total contract value. The aggregate liability of the Consultant shall in no event exceed the total value of the fee received under this contract.

4.19.2 Dispute Resolution Mechanism

The Bidder and the Department shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a** The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b** Matter will be referred for negotiation between Officers nominated by the Department and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. An mutually agreed arbitrator shall be appointed at Dehradun and proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

4.19.3 Governing Law

This contract shall be governed in accordance with the laws of India.

4.19.4 Jurisdiction of Courts

All disputes relating to this contract shall be subject to the jurisdiction of courts in Dehradun.

4.19.5 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.



4.19.6 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or Department shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Not with standing this, provisions relating to indemnity, confidentiality survive termination of the contract.

4.19.7 Failure to agree with Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the Performance Security of the most responsive bidder.

4.20 On site Deployment

The proposed team should be stationed in Dehradun or any location as decided by the Department for the entire project period as per the requirements of the RFP. The team will be deployed within maximum of 15 days of the award of contract. The proposed team has to follow the working hours, working days and Holidays of State Government of Uttarakhand.

Physical office space will be provided by the department and other facilities in this office like computer, internet, photocopier, scanner, printers, paper, toner, etc. will be arranged by selected bidder at its own cost. The selected Bidder also take care of furnishing and maintenance of the office as per their requirement.

4.21 Statutory Requirements

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/or rules/regulations, there-under or any



amendment there of governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Department indemnified in this regard.

4.22.1 Contract administration-General

- a** Either party may appoint any individual / organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - i** Exercise all of the powers and functions of his/her Party under this contract, other than the power to amend this contract and ensure proper administration and performance of the terms hereof; and
 - ii** Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- b** The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this contract, for and on their behalf.
- c** For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Department representative during the course of this contract in relation to the performance of its obligations under the terms of this contract and the Tender.
- d** A committee comprising of representatives from the Department and the Selected Bidder shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the Department.

4.22.2 Contract Administration- Resources/ Performance Review and Penalties

1. The selected bidder (agency) will provide a pool of candidates to the department. A total of 03 prospective candidates will be provided for each team member. The department will screen and interview the pool of candidates. The shortlisted candidates will be appointed as consultants in the department.
2. The consultants will be appointed for a specific period of time as specified by the department. The appointment can be renewed or terminated at the discretion of the department. In case of termination of consultant, the selected bidder will provide the replacement of the consultant. The bidder will again follow step 1 to fulfil the replacement within seven days.



3. All consultants have to undergo quarterly performance reviews to be conducted by the department. The frequency of performance reviews are at the discretion of the department and the department can increase or decrease the frequency of performance review(s).
 4. Matters related to the non-compliance or unsatisfactory performance may lead to escalations which will lead to termination of the consultant and the bidder need to provide the candidate replacement. The replacement process will follow step 1.
 5. Good performing consultants would also receive a letter of appreciation by the Govt. of Uttarakhand.
 6. The Consultants will share daily status report on the work done with the department.
 7. Apart from individual review of the resources as above, the agency would be required to submit Quarterly Progress Report(QPR). The agency would be required to make a presentation before a committee chaired by Director General/Commissioner Industries. If the work is not found to the satisfaction of the committee, the committee will ensure that a time of 10 days is given for rectification of highlighted issues. Post 10 days, if the highlighted issues are not resolved a 2% penalty of the payable amount would be deducted.
 8. In addition to the above penalties on non-rectification of issues raised in the QPR review, penalty may also be imposed on the agency for the following-
 - a) Incomplete or unsatisfactory delivery of the deliverables
 - b) Delay in the delivery of deliverables.
- The penalty for deficiency for either of the above would be capped at 5% of the payment payable for that quarter.

4.23 Right of Monitoring, Inspection and Periodic Audit

The Department reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The Department may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The Department shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the Department and the Selected Bidder undertakes to cooperate with and provide to the Department/ any other Consultant/ Agency appointed by the Department, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the



Department may, without prejudice to any other rights that it may have, issue a notice of default.

4.24 Department's Obligations

The Department representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

The Department shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include reports/plans and all specifications related to services required to be provided as part of the Scope of Work.

Department shall provide functional office space to the Project Team in its premises equipped with Internet facilities.

4.25 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Department, out of premises, without prior written permission from the Department.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by the Department, whichever is earliest, return any and all information provided to the Selected Bidder by the Department, including any copies or reproductions, both hardcopy and electronic.

4.26 Indemnity

The Selected Bidder shall indemnify the Directorate of Industries (DoI), Government of Uttarakhand from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third-party in connection with or incidental to this Contract; or
- b Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/Third Party.
- c The maximum indemnity by the Consultant or the Department shall be to the extent of 100% of Contract value in favour of the Department.

4.27 Prices

Prices quoted must be firm and shall not be subject to any upward revision on



any account what-so-ever throughout the period of the engagement. The Department however reserves the right to review and negotiate the charges payable.

4.28 Payment Schedule

The payment as specified in financial format Annexure-III as submitted by Selected bidder shall be made on a Monthly basis.

All travel expense outside Dehradun for official purpose with the permission of competent authority shall be paid directly or reimbursed by Department, in such cases where arrangements are not being made by the Department:

- a The travel expense (boarding and lodging) outside Dehradun will be paid extra based on the actual rate of economy class air-fare in case they are required to travel from Dehradun to anywhere in India and abroad. Other allowances will be payable at the rates admissible to class-1 officers of the State Government.
- b To claim reimbursement, onsite resources needs to submit the Travel Expense Claim to the Department along with the relevant bills/vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within four weeks from the date of return from the trip.
- c Submission of hotel bills is mandatory with the Travel Expense Claim.
- d For local travel during official visit within Dehradun, Consultants will make their own arrangements.
- e Team members should have their own laptops and other peripherals including mobile phone.

Instruction:

The Invoice will be submitted after every Quarter. The payment will be made within 30 workingdays after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to the Department.

4.29 Conflict of Interest

The Bidder shall disclose to the Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.30 General

4.30.1 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties



on the subject matter.

4.30.2 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

4.30.3 Taxes

The Bidder shall pay taxes, other than Good and Service Tax, and other applicable taxes, if any, imposed on the services under this contract.

4.30.4 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.31 Fraud and Corrupt Practices

4.31.1 Fraud and Corrupt Practices

- a The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Not with standing anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- b Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of <period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as thecase may be.
- c For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:



- i “corrupt practice” means (i)the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Department in relation to any matter concerning the Project;
- ii “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
- iv “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process



Scope of Work

The Scope of Work for the proposed engagement will primarily consist of the following:

Ease of Doing Business (Including Ease of living)

1. DPIIT issues Draft BRAP annually for State & District level points and team will support 25+ Departments on achieving the points by developing collaterals, getting systems developed and MIS monitoring
2. Feedback cycle will be implemented across the state creating awareness among Department Officials and investors, including updating of collaterals, brochures, highlights, flyers, newspaper adv., video on SW & reforms content, sun-boards, etc.
3. Responding to Evaluation and Ranking exercise for State BRAP as and when reported by DPIIT
4. Analysis for strong and weak areas will be undertaken to work with the Departments and businesses to improve the feedback score. New initiatives like, deemed approvals and instant approvals may be undertaken
5. Support and assist initiatives for Minimising Regulatory Compliance Burden and Decriminalization of clauses with 25+ Depts. for Business as well as 20+ Depts. of Citizen Centric services
6. Ranking of Districts and Departments be undertaken, and a framework will be evolved and implemented to bring competition among Districts and Departments to improve on areas such as time to grant approval, time to inspect, number of clarifications raised per approval, etc.
7. Strengthening of institutional mechanism in follow up of BRAP points across departments and advice systems and strategies to increase usage as per the reforms.
8. Close coordination with DPIIT, NITI Aayog, Government of India Ministries
9. Benchmarking of Industrial and Investment Promotion Policies of various states and center and accordingly develop sectoral policies in the state including MSME and various investment sectors
10. Benchmarking and drafting amendments for developing private land bank
11. Concept and support to revamp Single Window portal and integration with concerned departments.
12. Supporting employment generation schemes of various departments of the State government and design their delivery through a unified portal.
13. Investor facilitation for SLEC, Walk-ins, Query and Grievances
14. Support on onboarding the Business Support Professionals in co-ordination with concerned Departments
15. Support on conceptualising the framework for setting up village level interventions to take benefits under various Central and State Government schemes
16. Support on Ease of Doing Business and simplification of process at the Growth Centres



Uttarakhand Single Window

1. **Update and develop the existing single window system** for investor facilitation for in-principal approval, pre-establishment , pre-operation and post-operation stages of the investment cycle for follow up as per provisions of Uttarakhand Enterprises Single Window Facilitation and Clearances Act 2012 and subsequent amendments, guidelines and relevant Government Orders. Develop integrated application forms(integrated common application form for all services), design SOPs and process flow for various investment projects for clearance through the system.
2. **State and District BRAP Compliance Points with Single Window Touch Points:** Design, Development/ Modification & Integration of systems/ reforms/ strategies as recommended by DPIIT and Department of Industries Uttarakhand under reform agenda within a period of 2 years to achieve compliance
3. **Development and updation of New Modules:**
 - a) MSME Facilitation Module
 - b) Micro site development for State Department (concerned with SBRAP/ DBRAP/ EPI/ IPA Index)
4. **Development and updation of New Portal for State Portal for Export Promotion and Facilitation**
5. Development and updation of Portal for State/ Department Initiatives as received from time to time, beyond BRAP/ EPA/ IPA, like Portal for self-employment schemes
6. **Development of Single Window Mobile Application**
 - a) Investor Panel to track status of approvals and information availability
 - b) Nodal Officer to View and dispose comments
 - c) Dashboard for higher officials to track real time status of application & investor facilitation
7. **Facilitation of queries of Single Window users**
 - a) Handling Queries, Tickets and Grievance redressal facilitation
 - b) Workshop with Industries
8. **Central Govt. Initiatives**
 - a) Integration with various initiatives of Central Govt. like enhancement of existing integration with National Single Window
 - b) Any other as per need
9. **Capacity Building/knowledge sharing with concerned Officers**
10. **Security Audit (vendor to be appointed by DoI):** Implementation of security parameters in Uttarakhand Single Window Clearance System, MSY, and other developed portals and addressing the security recommendation provided by Security Auditor
11. **Maintenance of Single Window Clearance System/ portal:** Maintenance of Single Window Portal, Employment generation and related mobile application
12. District Ranking Framework System Development

5 Team Composition

The team for the engagement should comprise of the following:

S.No.	Position	Number	Experience
A. Dedicated Team for BRAP compliances under EODB			
1	Team Leader	1	Master in relevant field / MBA with at least 10 years' experience in relevant field.

2	Team Members	2	Master in relevant field / MBA with at least 7 years' experience.
3	Support Team Members	3	Master in relevant field / MBA with at least 3 years' experience.
B. Dedicated Team for Single Window Portal			
1	Team Leader	1	MCA/BE/B.Tech with at least 10 years' experience.
2	Software Developer	1	MCA/BE/B.Tech with at least 5 years' experience.

The bidder shall provide a pool of 03 candidates for each of the above resources in response to the RFP.

The Consultants shall place at the office of Directorate of Industries as per requirement of the Department and task before hands.

The selected bidder is not expected to change the pool of candidates from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the consultant needs to give it in written to the Client and only upon agreement, the replacement may be carried out.(Please also refer to 4.22.2)

No Contractual or Third Party Resources will be provided. All Resources will have to be on Company Rolls as on the date of the submission. Failure to do so will lead to rejection and blacklisting.

6 Evaluation and Selection

7.1 Technical Evaluation

Proposal Evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

- a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. Proposal shall be opened in the presence of bidders representatives who intend to attend at their cost.
- c. Proposal document shall be evaluated as per the following steps.
 - All supporting document submitted in support of Technical Evaluation matrix should comply the following:
 - Supporting document is to be submitted in Technical Cover.
 - Supporting document should clearly indicate value of the completed/on-going project and scope of work/services should be clearly highlighted.
 - In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).

- Bidders failing to comply any of the above then the Bid will be summarily rejected.

S.No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
A	Project Experience	10	
A-1	Mandate of advising State Government (which was ranked in top 10 in DPIIT rankings while being advised by the bidder) in India on EoDB reforms with engagement duration of at least 6 months in the last 5 years. Each Project: 2.5 mark (Ranking should have been completed for recognizing the experience)	5	Letter of Award /Agreement/Certificate from the Client showing the time period and contract value
A-2	Mandate of assisting the State Government in India on designing and deploying the single window portal for investment/business related services of the State in the last 5 years. Each State: 2.5 mark (The portal should be in operation and should have received online applications, integration with at least 10 departments services)	5	

B	Team Composition	30	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel (a pool of 03 candidates needs to be submitted for each member)
	Team for EoDB Reforms	22	
B-1	Team Leader	05	
	Team Members (2*4)	8	
	Support Team Members (3*3)	9	
	Team for Single Window Portal	08	
B-2	Team Leader	05	
	Software developer	03	
C	Approach & Methodology	50	
C-1	Technical Presentation		



			in the A&M submitted.
D	Knowledge Transfer	10	
D-1	Knowledge Transfer		The bid should have a separate note related to knowledge transfer specially regarding in Single Window Portal.
	Total	100	



7.2 Financial Evaluation

The Bidder shall be selected on the basis of Quality and Cost Based Selection (QCBS), whereby technical proposal will be allotted weight age of 80% and financial proposal will be allotted weightage of 20%. The proposal with the lowest Monthly Professional Fees shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest financial proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those bidders who score atleast 70 marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$Sf = 100 \times Fm / \text{Financial Proposal of bidder under consideration}$

1. Fm: Lowest financial proposal
2. Sf: Financial Score

For selection of Consultant, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying a weight of 0.80 (or 80%) and 0.20 (or 20%) respectively to the technical and financial scores of each qualifying proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

Total Score = $(Te \times 0.80) + (Sf \times 0.20)$

Te: Technical score.

7.3 Selection

The Applicant scoring the highest Total Score shall be declared as the "Selected Consultant".



8. Annexures

8.1 Annexure I: Proposal Covering Letter

Date:

To,

Director Industries,
Directorate of Industries,
Patel Nagar,
Dehradun,
Uttarakhand,
248001

Dear Sir,

We..... (Name of the bidder) here by submit our proposal in response to notice inviting tender date.....and tender document no.....and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. Directorate of Industries, Dehradun may contact the following person for further information regarding this tender:
 - a. Name and full address of office, Contact No., Email ID, Company Name
6. We are submitting our technical bid documents. Hard copy of the Proposal should also be submitted inform of original and a copy alongwith original DD of both EMD and Tender Document Fee.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the bidder (firm etc.)



8.2 Annexure II: Format for Power of Attorney

(To be provided in original as part of Technical Proposal (Envelope-1) on stamp paper of value required under law duly signed by the Competent Person)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _ _ (name and registered office address of the Bidder) do here by constitute, appoint and authorize Mr. (Name of the Person(s)), domiciled at _ _ (Address), acting as _ _ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement "Selection of Consultant for assisting Directorate of Industries in EODB, Single Window and Investment Promotion in the State of Uttarakhand" vide Invitation for Tender (Tender Document) Document dated _____, issued by the Directorate of Industries, Government of Uttarakhand including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by _____ or any governmental authority, representing us in all matters before and generally dealing with _____ in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

- a. To be executed by the bidder
- b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power here under on behalf of the executants(s).



8.3 Annexure III: Financial Proposal Format

To be returned in original along with the Proposals (Envelope C) Tender Document No.

To

Subject: Selection of Consultant for assisting Directorate of Industries in EODB, Single Window and Investment Promotion in the State of Uttarakhand

Sir,

We, the undersigned, offer to provide the consulting services of Consultant for the Department in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal inclusive of taxes is as below:

	Amount figures	in	Amount in words
Total Monthly Professional Fees			
Goods & Service Tax			
Gross Total			

Notes:

- a. Consultantwise/Experiencewise rates shall also be quoted. These rates shall be applicable for additional requirement of manpower according to department's requirement
- b. The above includes all travel, lodging and other out of pocket expenses within Dehradun; no extra claims above what has been mentioned in this section will be allowed during the engagement
- c. The travel expense (boarding and lodging) outside Dehradun for domestic and international travel would be additional and will be paid extra based on the actual rate of economy class air-fare in case they are required to travel from Dehradun to anywhere in India and abroad. Other allowances will be payable at the rates admissible to class-1 officers of the State Government.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to “Prevention of Corruption Act, 1988”, during the bidding process and execution of the contract, in case we are awarded the work.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature {In full and initials}: Name and Title of Signatory:

A handwritten signature in blue ink, appearing to be 'DOR', located in the bottom right corner of the page.

8.4 Annexure IV: Performance Guarantee Format

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ and having one of its branch office at _____ (herein after referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of **Director Industries, Government of Uttarakhand**, having its office at **Directorate of Industries, Industrial Area, Patel Nagar, Dehradun, Uttarakhand, India – 248001**. (hereinafter called “DoI” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ a company/ firm formed under _____ (specify the applicable law) and having its registered office at _____ has been, shortlisted by the DoI consequent to the expression of interest submitted by the Bidder in response to the Request for EoI issued by the DoI on for “Selection of Consultant for assisting Directorate of Industries in EODB, Single Window and Investment Promotion in the State of Uttarakhand”. Upon shortlisting, the DoI has issued the bid documents (“RFP”) for selection of the consultant on

The RFP requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. 16,00,000/- (Rupees Sixteen lakhs only) by way of security for guaranteeing the due and faithful compliance of its obligations under the RFP.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, __ Bank hereby guarantee as follows:

1. The Bidder shall submit the Bid, in accordance with the terms and subject to the conditions of the RFP, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to **Directorate of Industries, Government of Uttarakhand** an amount not exceeding Rs. 16,00,000/- (Rupees Sixteen lakhs only) within 7 (seven) days of receipt of a written demand therefore from DoI stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the DoI is disputed by the Bidder or not.
4. The Guarantee shall come into effect from __ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on ____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the DoI under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from DoI prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to DoI.
5. In order to give effect to this Guarantee, DoI shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP or other documents by _____ or by the extension of time of performance granted to the Bidder or any postponement for anytime of

the power exercisable by DoI against the Bidder or forbear or enforce any of the terms and conditions of the RFP and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of DoI or any indulgence by DoI to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under_____.
8. Notwithstanding anything contained herein above:
 - a) Our liability under this bank guarantee shall not exceed INR 16,00,000.
 - b) This bank guarantee shall be valid upto _____.
 - c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before _____ before 6.00 PM, where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its
_____ and authorized office.

Authorized Signatory _____ Bank



8.5 Annexure V: Format for Professional Experience Citations

Assignment Name:	Approx. Value of Contract (in INR):
Country: Location within Country:	Duration of Assignment (months):
Nature of Client:	Total no. of staff months:
Address of the Client:	Approx. value of services provided by your firm:
Start Date (Month/Year):	Completion Date (Month/Year):
Name of Associated Consultants, If Any:	No of professional staff-months provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and Functions Performed:	
Detailed Narrative Description of the Project:	
Firm's Name:	Authorized Signature:



8.6 Appendix VI: Format for Curriculum Vitae (CV) of Proposed Staff

Photo	Name:			
	Position:			
	Date of Birth:			
	Education:			
Employment Record	From	To	Company	Position Held
Brief Profile				
Countries of Work Experience				
Languages				
Projects				
Nature of Work: Year: Location: Company: Position Held: Main features: Activities Performed:				
Nature of Work: Year: Location: Company: Position Held: Main features: Activities Performed:				
			Name:	
Signature				

8.7 Appendix VII: Format for Composition of Team and Tasks of Team Members

Sr. No.	Name	Qualification and Experience Required(In Years)	Proposed Position	Task Assigned



8.8 Annexure VIII: Technical Proposal Submission Form

TP-1 Technical Proposal Submission Form/Declaration

TP-2 Consultant's Experience for Technical Evaluation

TP-3 Conceptual Clarity and Understanding of the Assignment

TP-4 Approach, Methodology and Work Plan for Performing the Assignment

TP-5 Team Composition

TP-6 Curriculum Vitae (CV) for Key Staff

TP-7 Note on Knowledge transfer

