

## CORRIGENDUM

No.....<sup>3934</sup> Dated: <sup>30</sup> November, 2022

This is with reference to the Request for Proposal dated 15 November, 2022, issued by Directorate of Industries, Government of Uttarakhand for “**Selection of Consultant for assisting Directorate of Industries in EODB and Single Window in the State of Uttarakhand**” to the bidders shortlisted by the Department during the REOI stage.

Bidders are requested to note that the RFP document is to be read along with the changes as mentioned below:

Section	Clause	Amended Clause /Remarks by Department
1.4,1.5	Last Date and Time for submission of Proposal: 03-12-2022, 11:00 am	Last Date and Time for submission of Proposal: <b>14-12-2022</b> , 11:00 am (By post/ by hand only)
	Technical Proposal Opening	<b>14-12-2022, 11:30 AM</b>
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.	Authentication of Bids A Proposal should be accompanied by authorization letter / power-of-attorney / <b>companies board resolution authorizing the</b> signatory of the Proposal as per Annexure II mentioned in this RFP.
4.19.1	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
		<i>Deleted</i>



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	value. The aggregate liability of the Consultant shall in no event exceed the total value of the fee received under this contract.	
4.22.2 (2)	Contract Administration- Resources/ Performance Review and Penalties: 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.	<b>Contract Administration- Resources/ Performance Review and Penalties :</b> The consultants will be appointed for a specific period of time as specified by the department, <b>which would usually be the duration of the Contract based on satisfactory performance review of the Consultant(s).</b> 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 <b>15</b> days.
4.22.2 (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.	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, <b>due to Incomplete or unsatisfactory delivery of the deliverables and/or Delay in the delivery of deliverables.</b> 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 penalty of <b>upto 10%</b> of the payable amount would be <b>charged</b> .
4.22.2 (8)	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.	<i>Deleted</i>
4.23	... 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	<i>Deleted</i>



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	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.....	
4.28	The payment as specified in financial format Annexure-III as submitted by Selected bidder shall be made on a Monthly basis.	The payment shall be made on a <b>Quarterly</b> basis.
Scope of Work (EoDB Point 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.	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. <b>The cost pertaining to design and printing of the same will be borne by the department.</b>
Scope of Work (EoDB Point 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.	<i>Deleted</i>
5	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.	No Contractual or Third Party Resources will be provided. All Resources <b>finally selected by the department from the pool of Candidates</b> will have to be on Company Rolls as on the date of the <b>deployment</b> . Failure to do so will lead to rejection and blacklisting.
8.2	<b>Annexure II: Format for Power of Attorney</b> ...“Selection of Consultant for assisting Directorate of Industries in EODB, Single Window and Investment Promotion in the State of Uttarakhand”	Annexure II: Format for Power of Attorney ...“Selection of Consultant for assisting Directorate of Industries in <b>EODB and Single Window</b> in the State of Uttarakhand”
8.3	<b>Annexure III: Financial Proposal Format</b> Selection of Consultant for assisting Directorate of Industries in EODB, Single Window and Investment Promotion in the State of Uttarakhand	<b>Annexure III: Financial Proposal Format</b> Selection of Consultant for assisting Directorate of Industries in <b>EODB and Single Window</b> in the State of Uttarakhand



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8.4	Annexure IV: Performance Guarantee Format ...“Selection of Consultant for assisting Directorate of Industries in EODB, Single Window and Investment Promotion in the State of Uttarakhand”.	Annexure IV: <b>Bank</b> Guarantee Format ...“Selection of Consultant for assisting Directorate of Industries in <b>EODB and Single Window</b> in the State of Uttarakhand”.

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