

**REQUEST FOR PROPOSAL**

**FOR**

**Selection of Project Management Consultant (PMC) for assisting Department of Industries in leveraging Central Schemes of Govt. of India for Industrial Infrastructure and Cluster Development in the State of Uttarakhand  
AT**

**DIRECTORATE, DEPARTMENT OF INDUSTRIES, UTTARAKHAND**

**NIT: REFERENCE NO:**

**Proposal Issue Date:**

**Last Date of Submission:**

## FACT SHEET

S.No	Item Name	Details
1	Tender Number	2413/23-09-2017
2	Project Name	Selection of Project Management Consultant (PMC) for assisting Department of Industries in leveraging Central Schemes of Govt. of India for Industrial Infrastructure and Cluster Development in the State of Uttarakhand
3	Name of issuer of tender	Directorate of Industries, Department of Industries, Govt. of Uttarakhand
4	Date of issue of tender document	23.09.2017
5	Last date for sending pre-bid queries	03.10.2017 up to 11.00 am
6	Pre-Bid Meeting	03.10.2017 at 12.00pm
8	Last date for submission of bids	12.10.2017 up to 05:00 PM
9	Date of opening of bids	13.10.2017 at 11:00 am
10	Cost of tender document	Rs 5,000/-
11	Earnest Money Deposit (EMD)	Rs 2, 00, 000/-
12	Purchase of Tender document	RFP can be purchased from the following address by paying the document fee of INR 5,000/- by Demand Draft in favor of "Directorate of Industries" and Payable at Dehradun from office of Director of Industries, Dehradun or download from <a href="http://www.doiuk.org">www.doiuk.org</a> / <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a> . However, in this case, the bidders are required to submit the tender cost in the form of demand draft along with the Proposal  Directorate of Industries, Industrial Area, Patel Nagar, Dehradun, Uttarakhand, India-248001
13	Validity of Proposal	Proposals must remain valid for 180 days after the submission date
14	Method of selection	Quality and Cost Based Selection (QCBS)
15	Bid Submission	Bidders must submit an original and one additional copies of each proposal along with one number of non – editable CD
16	Nodal Officer for this Project and Address for	Directorate of Industries, (or any other officer nominated by DIC) Directorate of Industries

	Communication	Industrial Area, Patel Nagar, Dehradun, Uttarakhand, India-248001 Email ID:mpr@doiuk.org Phone No. 0135-2728227 Fax: 0135-2728226
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## A. INTRODUCTION

The Department of Industries, Govt. of Uttarakhand is the nodal department of the State Government and has been mandated for development of Industrial Infrastructure in the state of Uttarakhand. The Department very well realizes that a vibrant Micro, Small and Medium Enterprises (MSME) sector is crucial for sustaining economic growth and employment generation due to its labour intensive nature. Therefore, the Department has embarked upon a Cluster Development approach for enhancing competitiveness of this sector.

This approach shall further aim to facilitate enhanced bargaining power for clusters, access of MSMEs to better technology, higher value addition, more profitable markets, formal credit, skilled manpower and other need based inputs required to compete in the global markets

Currently, the Department is in the process in identifying a number of MSME clusters which require both hard and soft interventions. In view of this, the Department now intends to leverage assistance for such interventions available under various Industrial Infrastructure and Cluster Development Schemes of various Ministries of Government of India. Such schemes shall inter – alia include MSME – CDP, IID, SFURTI etc. and other similar schemes notified from time to time by Gol

In most of the cases, the MSMEs are well aware of their challenges, gaps that need to be addressed along with possible solutions. Appointment of a professional Project Management Consultant (PMC) since leveraging funds available under these Gol Schemes would require major efforts in project conceptualization and development, Stakeholder engagement along with co – ordination, approvals from concerned Department / Ministries and documentation for release of grant funds post approval to the projects.

## B. SCOPE OF WORK

The Department of Industries, Govt. of Uttarakhand invites proposal from experienced Consultancy Firms as “**Project Management Consultant (PMC) for leveraging Gol Schemes for Industrial Infrastructure and Cluster Development in the State of Uttarakhand**”. **Such Schemes shall inter – alia include MSME – CDP, IID, SFURTI etc.** and other similar schemes related to MSME. Approximately 10 clusters under MSE-CDP and SFURTI are expected to be taken up during the course of the project.

The Scope of Work would be to develop and monitor implementation of projects under respective Gol Schemes to be leveraged by state Govt. Such notified Gol Schemes shall be construed as part of this RFP document. The consultant shall be responsible for identification of projects to be positioned under relevant schemes, preparation of diagnostic / feasibility studies, obtaining stakeholder commitment, preparation of detailed project report, obtaining approval of Gol and monitoring during the implementation phase. The Consultant would assist Government of Uttarakhand in development and implementation of Projects and shall provide following services:

- 1) **Deployment of dedicated team:** The PMC shall depute a team of two professionals in Dehradun (one MBA and one B.Tech with minimum 3 years of experience each) and one in Delhi/NCR (B.E/B.Tech with MBA with minimum 10 years of experience) for the

assignment. They shall be responsible for profiling and mapping of potential projects to be developed; preparation of proposals, coordinating approvals, follows up at GoI level, etc.

- 2) **Mapping and Profiling of the Clusters:** The PMC would undertake a rapid study to validate and develop profile of MSE clusters (With tentative size of around INR 5- 20 Cr each) and clusters under SFURTI in the State of Uttarakhand with supporting data and details for each cluster covering origin of the cluster, number of units, market demographics, competition, turnover / value addition, export potential, employment generation, investment requirements along with backward and forward linkages, service and institutional support, facilitation by industry bodies, core issues, policy support, needs etc.
- 3) **Undertaking Diagnostic Study and Submission of Reports:** Post identification and finalization of clusters in consultation with Directorate of Industries; the PMC will carry out and prepare diagnostic study reports of the identified clusters, which will cover analysis of the business process of the cluster (s) on the basis of attributes such as manufacturing processes, technology, marketing, quality control, testing, purchase, outsourcing etc. in order to crystallize the strengths, weaknesses, threats and opportunities of the cluster. The Diagnostic study would identify and highlight the major problems and impediments of the cluster and a well – planned course of action / roadmap shall be prepared in order to support the cluster for self-sustaining growth. The diagnostic study shall include a stakeholder validation actions plan, the cost estimates for implementing the action plan, performance indicators, timelines and milestones for evaluation of the projects. These would be consistent with the guidelines of Micro, Small and Medium Enterprise Cluster Development or any other relevant scheme
- 4) **Preparation of DPR:** Pursuant to the approval of the Diagnostic Study Reports by the concerned Ministry, the PMC shall take up preparation of technically feasible and financially viable cases for further work. The Detailed Project Report (DPR) for setting up of common facility center for the cluster of MSME units and / or Infrastructure development project for new industrial estate / area or for up – gradation of existing infrastructure in existing industrial estate / area / cluster will be prepared in the subsequent project phase. The engineering inputs (Drawings and BOQs) shall be arranged by the Client (Dept. of Industries, Govt. of Uttarakhand) if and when required. Ministry of Micro Small and Medium Enterprise has already conducted Diagnostic Study of 2 – 3 cluster in the state of Uttarakhand through APTICO in the year 2103, which may be required to be updated/modified and these clusters may be further taken up for DPR preparation.
- 5) **Project Management and Assistance in procurement of funding support from Government of India (upon approval and if deemed necessary):** The PMC shall assist the State Govt. and / or Special Purpose Vehicle in project management besides procuring support from concerned Ministry / Department: The key assistance that shall be provided would be:
  - a. Facilitating the structuring of the Project Special Purpose Vehicle
  - b. Assist the Project Special Purpose Vehicle in developmental activities such as selection of consultants / agencies for detailed engineering, site supervision, procurement, preparation of bid documents, construction, operational matters and other such areas etc.
  - c. Participate in relevant review meetings along with the State Govt. and the

Special Purpose Vehicle

- d. Assist the State Govt. in preparing documentation/presentation required by the concerned Ministry / Department of Gol for release of grant funds
- 6) **Project Monitoring Support:** The Consultant shall provide all necessary support during the implementation of the project post approval in terms of submission of periodical progress reports of respective projects as per the format prescribed under respective Scheme guidelines. The physical and financial progress inputs for progress report shall be provided by the Consultant
- 7) **Release of Grant Funds:** The Consultant shall prepare all necessary documentation for submission to concerned nodal Ministry in order to facilitate timely release of grant funds sanctioned under respective schemes
- 8) **Reporting and Co – ordination:** The Officer from concerned department along with Consultant shall attend all the meetings convened by concerned Ministry and other relevant authorities during the project implementation process and address all the enquiries by them and provide clarifications as sought and Consultant will address all the queries raised by concerned Ministries/Department
- 9) **Engineering and Procurement:** The PMC will assist the SPV and the Client in identification of required machineries, procuring necessary services with regard to detailed engineering, architectural designs and support in bid process management for implementation of each approved project under the respective Central Scheme

#### C. ROLE OF THE DEPARTMENT

- 1) **Capitalization of the Project:** The Client shall arrange to capitalize the projects through infusion of requisite equity / contribution wherever required
- 2) **Land for the Project:** The Client shall facilitate in procurement / arrangement of suitable land for the project
- 3) **Construction Supervision:** The Client shall supervise and monitor the performance output of all contractors and suppliers to be engaged during the project implementation. It shall be ensured that the contractor's output is as per the terms and provisions of the MOA/Contract Agreement
- 4) **Techno – Commercial and Financial Data:** The Client shall provide all necessary techno – commercial and financial information relevant to the development and preparation of DFR/DPR for the project
- 5) **Statutory Approvals:** State Govt./Departments shall assist the Consultant to obtain key Statutory approvals/clearances including environmental and pollution clearance etc., which are pre – requisite to commencement of the project implementation
- 6) **FI Appraisal:** where required under the scheme guidelines, the Department shall bear the cost of project appraisal from a Financial Institution / bank.

#### D. HOW TO APPLY

- 1) RFP can be downloaded from [www.doiuk.org](http://www.doiuk.org) /[www.uktenders.gov.in](http://www.uktenders.gov.in)
- 2) Two separate envelope should be sealed and super scribed as TECHNICAL QUALIFICATION BID (ENVELOPE NO. 1) AND FINANCIAL BID (ENVELOPE NO. 2 ), respectively
- 3) Both these sealed envelopes should be put into one envelope which should be super scribed as APPLICATION. This envelope should also be sealed before putting into tender box
- 4) The demand draft for processing fee and EMD should essentially be attached with technical qualification bid documents
- 5) The following documents are required to be submitted with the “TECHNICAL QUALIFICATION BID” documents placed in ENVELOPE NO.1 after getting them duly certified by the tenderer’s authorized signatory

S.No	List of Documents
1	Copy of registration certificate of the company along with Memorandum of Understanding (MoU)
2	Copy of Certificate of Incorporation and PAN card
3	Audited Balance Sheets for the last 3 financial years indicating Profit & Loss Statements, Details of Service Tax Paid
4	Copy of Financial Statements
5	IT / Service Tax Return(ITR) Statements for the previous 3 years
6	Copy of Partnership deed in case of Partnership Firm
7	All supporting documents like Agreements, Completion Certificates, Work Orders, Mandate copies etc. in support of experience of the firm
8	CVs of the Core Team experts or Proposed Professional Staff
9	Annual Report of the Agency for the last three (3 years)
10	Demand Draft of the EMD
11	Demand Draft of Processing Fee

#### **E. CRITERIA FOR SELECTION OF PMC**

The selection of consultant will be done on QCBS pattern. The consultants that fulfil the following pre-qualification criteria should be considered eligible. Failure to comply with pre qualifications Criteria’s shall render the consultants ineligible. The Technical & Financial proposal of in-eligible consultants shall not be considered and shall be returned unopened

- 1) **Minimum Eligibility Criteria:** The Consultant shall need to fulfill the minimum eligibility criteria:
  - The applicant should be a Company / Firm / LLP/NGO & Trust registered in India.
  - Consortium is not allowed
  - The applicant should have extensive experience of **at least 3 years** in Government/Public Sector Consulting
  - The bidder should have an average Annual Turnover of **INR 3 Cr** for the last 2 years

(Supported by duly audited balance sheet)

- The applicant should not be barred by any Central government department/agency, State Government department/agency at the time of submission of application

2) **Criteria for Technical Evaluation:** Only bidders meeting the above minimum eligibility criteria shall be considered for technical evaluation. The selection of Consultant shall be based on the following technical criteria

S.No	Evaluation Parameter	Marks	Details
1	Experience of working as Project Management Consultants (PMC) for assisting State Governments in developing Industrial Infrastructure projects, obtaining Gol approval, and release of grant from Gol under MSE-CDP scheme (Maximum of 10 marks)	10	2 marks for each approved project up to maximum of 10 marks (Projects obtained final approval shall only be considered eligible under this criterion)
a	Experience of working as Project Management Consultants (PMC) for developing Industrial Infrastructure projects, obtaining Gol approval from Gol under SFURTI scheme (maximum of 5 marks)	5	2.5 marks for each approved project up to maximum of 5 marks (Projects obtained final approval shall only be considered eligible under this criterion)
b	Experience of assisting projects approved under MSECDP or SFURTI in implementation including procurement, appointment of contractors, financial closure etc. leading to operationalization of CFC (maximum of 5 marks)	5	Marks will be provided based upon the documents submitted in support of the milestones achieved for the mentioned activities
2	CVs of the team members (maximum of 30 marks)	30	<ul style="list-style-type: none"> <li>• <b>Team Leader (maximum of 10 marks):</b> B.E/ B.Tech plus MBA with minimum of 10 years of experience with working with State or Central government and leading projects in Industrial Infrastructure sector <ul style="list-style-type: none"> <li>➤ 4 marks for experience in leading projects in</li> </ul> </li> </ul>

			<p>Industrial infrastructure and obtaining approvals under different GOI schemes like MSME, DCPC, MEITY, MoFPI etc. (1 mark per scheme)</p> <ul style="list-style-type: none"> <li>➤ 4 marks for experience of working on Industrial Infrastructure projects across various sectors including General Engineering, ESDM, Food, Plastics etc. (1 mark per sector)</li> <li>➤ 2 marks for working on projects in the state of Uttarakhand (1 mark per project)</li> </ul> <p>• <b>Cluster Development Expert (maximum of 10 marks):</b></p> <p>MBA with minimum of 3 years of experience with working with State or Central government and leading projects in MSME sector</p> <ul style="list-style-type: none"> <li>➤ 4 marks for experience in MSME Cluster development, CFCs, SFURTI etc.(1 mark per project)</li> <li>➤ 4 marks for experience of developing clusters across various sectors including engineering, Textiles, Automobile, Food Processing, Plastics, Leather &amp; Footwear, Printing</li> </ul>
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			and Packaging, Pharmaceuticals, Agro based etc.. (1 mark per sector) <ul style="list-style-type: none"> <li>➤ 2marks for working on cluster projects in the state of Uttarakahand (1 mark per project)</li> </ul> <ul style="list-style-type: none"> <li>• <b>Technical Expert (maximum of 10 marks):</b>            B.E/B.Tech in Civil/Mechanical Engineering with minimum of 3 years of experience           <ul style="list-style-type: none"> <li>➤ 8 marks for experience in industrial infrastructure projects (2 mark per project)</li> <li>➤ 2 marks for working on projects in the state of Uttarakahand</li> </ul> </li> </ul>
<b>3</b>	Approach & Methodology / Presentation	40	Marks would be allocated for understanding the scope of work and the proposed framework for executing the project
<b>4</b>	Transfer of knowledge	10	-
	<b>Total Marks</b>	<b>100</b>	

## F. EVALUATION PROCESS

The Agency shall be selected through a competitive bidding process on QCBS pattern. A three stage selection process will be adopted in evaluating the Proposals. In the first stage, pre-qualification shall be assessed based on criteria mentioned above. In the second stage, a technical evaluation will be carried out. In the third stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Institution/agency shall be selected while the second ranked Institution will be kept in reserve.

- i. **Evaluation of Technical Proposal:** Technical Proposal will be evaluated on the basis of parameters mentioned above. 80% of weightage shall be given to the technical proposal and 20% to financial proposal. Only those Applicants who's Technical Proposals score 50 marks or more out of 100 marks shall qualify for further consideration.

- ii. **Evaluation of Financial Proposal:** Financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost excluding G.S.T given in the Financial Proposal will be considered. The Evaluation Committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal (**as per annexure G**) shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Team to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF_x = 100 \times FM/F \quad (F = \text{amount of Financial Proposal})$$

- iii. **Combined Technical & Financial Evaluation:** Proposals will finally be ranked according to their combined technical (STx) and financial (SFx) scores as follows:

$$S = ST_x T_w + SF_x F_w$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively. The selected Firm shall be the first ranked consulting agency (having the highest combined score). The second ranked agency may be allowed the job if the first ranked firm withdraws or fails to comply with the requirements as the case may be but at the rate of quoted by the firm ranked one.

## G. PROFESSIONAL FEE

The Consultant shall be aid the professional fee under the engagement as per below structure:

- 1) **Retainership Fee:** The consultant shall need to initially deploy three dedicated resources for the assignment (two at Dehradun office and one in Delhi/NCR office). The fee per resource shall be Rs 1.50 Lakhs per month exclusive of taxes. The resource requirement can increase over time and payment for additional resources shall be at these rates. These resources will have to visit potential clusters as frequently as required.
- 2) **Project Development and Management Fee (per project):** In consideration of services linked to project development and management the professional fee shall be a % of the project cost (as per annexure G) and payment shall be linked to the following milestones:

S.No	Milestone	Fee Payable*
1	Mobilization advance	10% of quoted Fee** against bank guarantee
2	On submission of Feasibility Report / DSR / DFR to the Client for in-principle approval (As required under respective	15% of quoted Fee

	Scheme Guidelines)	
3	On obtaining In – Principle Approval	15% of quoted Fee
4	On obtaining Final Approval of the project	30% of quoted Fee
5	Linked to release of Grant Installments	30% of quoted fee. The Fee payable shall be divided by number of grant installments and will be paid accordingly upon receipt of each Installment

**\*Per project**

The project cost shall be the total project cost as arrived in the DPR including, pre-operative, IDC, physical infrastructure, common facilities, environment & social infrastructure and other relevant components.

\*\* For the purpose of calculating the mobilization advance, the project cost shall be the minimum capital cost required for availing the maximum grant allowed under respective schemes.

#### **H. EARNEST MONEY DEPOSIT**

- Bidders shall submit, along with their Bids, EMD of INR 2,00,000 /- only, in the form of a Demand Draft OR Bank Guarantee issued by any Nationalized / Scheduled bank in favor of **Director of Industries**, payable at Dehradun, and should be valid for 180 Days from the due date of the tender / RFP
- EMD of all unsuccessful bidders would be refunded by Directorate of Industries within 60 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 Performance Bank Guarantee as per the format provided in Appendix IV
- EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it
- The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP

#### **I. RFP DOCUMENT**

- The bidder may download the RFP document from the website

## **J. SUBMISSION OF PROPOSAL**

- This tender document is not transferable
- Bidders are advised to study the document carefully
- Consultants are requested to submit the proposal as single packet system in one envelope. Please note that consultant should submit financial and technical proposal in a separate envelope and then shall be packed in one single envelope
- The original Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals
- The proposal shall be submitted in English language
- Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications
- The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected
- The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by the Client. The Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short listing process
- Further clarifications, corrigendum and any other information related to this tender will be available at the website <.....> only. The Client reserves the right to accept or reject any or all responses without assigning any reason
- The Client may, at its own discretion, extend the date for submission of proposals
- Tender documents shall be opened only of those bidders, whose Earnest Money Deposit are found in order

## **K. CONFLICT OF INTEREST**

- 1) The Consultants should provide professional, objective, and impartial advice and at all times hold the organization's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. Consultants shall not be hired under the circumstances set forth below:
  - (a) Consultants (including their experts and other personnel, and sub-personnel) that have a close business or family relationship with a professional staff of the Government entity/organizations (or of the project implementing agency) who are directly or indirectly involved in any part of:

- The preparation of the RFP for the assignment
  - The selection process for the contract
  - The supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government entity/organizations throughout the selection process and the execution of the contract
- 2) The consultant shall not deploy former employees of Department/Organizations in any assignment under the RFP since the time when employee has left the organization (cooling-off period) is less than 1 year as on date of submission of bid
- 3) A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; Or
  - such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder
- 4) In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the Nodal Agency as soon as any potential conflict comes to their notice. The Nodal Agency shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days
- 5) All conflicts must be declared as and when the Consultant becomes aware of them. They should report any present/ potential conflict of interest to the Nodal Agency at the earliest. Officials of the Nodal Agency involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process
- 6) Any Bidder found to have a Conflict of Interest may be disqualified. In the event of disqualification, the Nodal Agency shall forfeit and appropriate the EMD
- 7) The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the Government entity/organizations under the contract
- 8) A Consultant shall submit only one proposal, either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified.

This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP

- 9) Member(s) of the Evaluation team may withdraw as an RFP evaluator if they find themselves in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive bidder, potential bidder, agent, subcontractor, or other business entity, whether through direct association with contractor representatives, indirect associations, through recreational activities or otherwise.

#### **L. RIGHT TO ACCEPT OR REJECT PROPOSAL**

- 1) The Client 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

#### **M. FRAUD AND CORRUPTION**

It is required that the Bidders submitting Proposal and the Consulting agency selected through this RFP must observe the highest standards of ethics during the process of selection of project consultant and during the performance and execution of contract.

- 1) For this purpose, definition of the terms are set forth as follows:
  - (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of THE CLIENT or its personnel in contract executions
  - (b) "Fraudulent Practice" means a misinterpretation of facts, in ore to influence a selection process or the execution of a contract, and includes collusive practice amount bidders(prior to or after Proposal Submission) designed to establish Proposal prices at artificially high or non-competitive levels to deprive the Client of the benefits of free and open competition
  - (c) "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work given in Section IV.
  - (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
  - (e) "Undesirable practice" means
    - establishing contact with any person connected with or employed or engaged by Implementing Agency with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the

Selection Process; or

- having a Conflict of Interest.
- (f) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process
- 2) The Client will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices
  - 3) The Client will declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract
  - 4) Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Nodal Agency during a period of <period> from the date such Applicant or Consultant, as the case may be, is found by the Implementing Agency to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

#### **N. CLARIFICATION AND AMENDMENT OF RFP**

- 1) During process of evaluation of the Proposals, Nodal Agency may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time frame
- 2) Nodal Agency may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out through Corrigendum and the bidders may amend their proposal due to such amendments
- 3) Bidders are advised to check THE CLIENT’S website ([www.doiuk.org](http://www.doiuk.org) / [www.uktenders.gov.in](http://www.uktenders.gov.in)) regularly for any Addendum/ Corrigendum/ Amendments related to Project
- 4) The amendments so placed on the website will be binding on all the bidders. From the date of issue, amendments to the RFP Document shall be deemed to form an integral part of the RFP. Further, in order to provide, prospective bidders, reasonable time to take the amendment into account in preparing their bid, Nodal Agency / the Committee may, at its discretion extend the deadline for submission of bids

#### **O. DISQUALIFICATION**

The Client may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c) Submitted a proposal that is not accompanied by required documentation or is non responsive;
- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one Proposal;
- f) Submitted a proposal with price adjustment/variation provision
- g) Any other reason as decided by Tender Evaluation Committee

#### **P. AWARD OF CONTRACT**

The Client will notify the successful bidder in writing that its proposal has been accepted. The Consultant will submit the Performance Bank Guarantee (PBG) as per format within the stipulated time period and sign the Contract Agreement as per format within 30 days of the notification. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

In case there is a tie for the first ranking, the Client shall have the discretion to negotiate with any of the first bidders to obtain the best terms and award the contract accordingly. In case there is still a tie after the negotiations, the Client will award the contract at its own discretion to any of the first bidders based on reasons to be recorded in writing considering the factors related to service / cost to the end users and the Client

Failure of the successful bidder to sign the contract OR willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Client may choose to award the work to another bidder or call for fresh bids.

#### **Q. DURATION**

The initial engagement of the Project Management Consultant (PMC) shall be for 2 years and it can be extended up to 2 years upon review of performance.

#### **R. CONFIDENTIALITY**

- a) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ Consultant and/or the Organizations to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties
- b) Information relating to the examination, clarification and comparison of the

Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of THE CLIENT, the Project Consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

#### **S. INTELLECTUAL PROPERTY RIGHTS**

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify THE CLIENT from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, THE CLIENT shall be defended in the defense of such proceedings. Any process, method, tool or data including written designs and copyrights, moral rights, arising out of this agreement will be the sole property of DEPARTMENT/ORGANIZATIONS;

#### **T. PERFORMANCE BANK GURANTEE**

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify THE CLIENT from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, THE CLIENT shall be defended in the defense of such proceedings. Any process, method, tool or data including written designs and copyrights, moral rights, arising out of this agreement will be the sole property of DEPARTMENT/ORGANIZATIONS;

#### **U. PERFORMANCE BANK GURANTEE**

- a) Within 15 days of notifying the acceptance of proposal for the award of contract, the Consultant shall furnish an unconditional and irrevocable Performance Bank Guarantee, as per Annexure H, amounting to Rs. 15.00 Lakhs for the entire contract period as its commitment to perform services under the contract.
- b) Failure to comply with the requirements of this document shall constitute sufficient grounds for the forfeiture of the PBG.
- c) If Implementing Agency incurs any loss due to Consultant's negligence in carrying out the project consultancy as per the agreed terms & conditions the Implementing Agency may revoke PBG
- d) The PBG shall be released immediately after expiry of warranty period subsequent to the expiry of contract provided there is no breach of contract on the part of the Consultant
- e) No interest will be paid on the PBG

- f) The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. The bidder should furnish PBG for extension within 7 days of issue of extension letter with validity of 3 months beyond the extension period
- g) In case the selected bidder fails to submit performance guarantee within the time stipulated, the Implementing Agency at its discretion may cancel the order placed on the selected bidder without giving any notice.

## **V. TERMINATION OF CONTRACT**

### **Termination by Client**

THE CLIENT may, at any time, by a prior written notice of 30 days, terminate this Contract or reduce the scope of the Services.

On receipt of a notice of termination or reduction the Consultant must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect Client Material and Contract Material; and continue work on any part of the Services not affected by the notice. If the Contract is terminated the Client is liable only for: payments for Services rendered before the effective date of termination; and reasonable costs incurred by the Consultant and directly attributable to the termination.

The Consultant's association with THE CLIENT may terminate in following ways:

- The term of Contract expires
- Termination of Contract by THE CLIENT due to non-performance during the execution of Project
- Performance is below expected level
- Non adherence to the timelines of the Project
- Quality of work is not satisfactory

### **Termination by Consultant**

Without limiting any other rights or remedies the Consultant may have against the Client arising out of or in connection with this Contract, the Consultant may terminate this Contract by giving at least 30 Days' notice to the Client:

If the consultant is unable to carry out any of its obligations under the Contract for any reason attributable to the client, including but not limited to the client's failure to provide possession of or access to the site or other areas or failure to obtain any Governmental permit necessary for the execution and/or completion of the System;

On termination of this Contract the Consultant must:

- stop work on the Services;
- deal with Client Material as reasonably directed by the Client; and
- return all the Client s Confidential Information to the Client.

Upon issuance of a notice for termination of this agreement the Parties shall mutually agree upon a transition plan and comply with such a plan. The consultant will extend

full cooperation in supporting the transition process to the satisfaction of Implementing Agency

### **Termination for Insolvency, Dissolution etc.**

THE CLIENT may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to THE CLIENT.

### **Termination for Convenience**

THE CLIENT reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for THE CLIENT convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

## **W. FORCE MAJEURE**

- a) The Consultant shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of nature, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes
- c) If a Force Majeure situation arises, the Consultant shall promptly notify THE CLIENT in writing of such condition and the cause thereof. Unless otherwise directed by THE CLIENT in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **X. RESOLUTION OF DISPUTES**

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be resolved by the Parties through mutual consultation, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/ their representatives or officers.

### **Amicable Settlement**

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of

Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the clause 2 of resolution of disputes shall become applicable.

### **Resolution of Disputes**

In case dispute arising between THE CLIENT on behalf of Govt. of Uttarakhand and the Consultant, which has not been settled amicably, the Consultant can request THE CLIENT to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Chief Secretary, Uttarakhand to appoint arbitrator. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceeding will be held at Ranchi, Uttarakhand. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by both the parties.

### **Legal Jurisdictions**

All legal disputes between the parties shall be subject to the exclusive jurisdiction of the Courts situated in Uttarakhand

### **Y. INDEMNITY**

Consultant (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance.

If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

The indemnities set out shall be subject to the following conditions:

- (I) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

- (II) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence.
- (III) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (IV) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (V) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (VI) if a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages)

## **Z. LIABILITY**

The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this. The liability cap shall not be applicable to the indemnification obligations.

**Annexure A: Letter comprising the Bid**

(To be printed on the letter head of the company/firm/organization)

To,

Directorate of Industries  
(or any officer nominated by DIC)  
Directorate of Industries  
Industrial Area, Patel Nagar,  
Dehradun, Uttarakhand, India-248001

Sub: APPLICATION FOR SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR LEVERAGING ASSISTANCE UNDER VARIOUS GOI SCHEMES FOR INDUSTRIAL INFRASTRUCTURE AND CLUSTER DEVELOPMENT

Dear Sir,

With reference to your RFP dated ..... we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. We acknowledge that the Department will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Consultant for the aforesaid Project and I/we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of our selection as Consultant for the aforesaid Project.
3. We shall make available to the Department any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of the Department to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. We declare that:
  - a) We have examined and have no reservations to the RFP, including any addendum issued by the Department;
  - b) We do not have any Conflict of Interest
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any Government, Central or State;
  - d) We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Section 19 of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

6. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders
7. We believe that I/we and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
8. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO/Partners or any of our directors/managers/employees.
11. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Department of the same immediately.
12. We agree and undertake to abide by all the terms and conditions of the RFP.
13. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to us or our Bid is not opened or rejected.
14. We hereby submit our Bid for undertaking the aforesaid Project in accordance with the Bidding Documents

Yours faithfully,

Date: 23-09-2017  
Signatory

Signature of the Authorized

Name and designation of the Authorized Signatory

Name and Seal of the Applicant

## Annexure B: Details of the Applicant

1.
  - a) Name:
  - b) Country of incorporation:
  - c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Applicant including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Applicant:
  - a) Name:
  - b) Designation:
  - c) Company:
  - d) Address:
  - e) Telephone Number:
  - f) E-Mail Address:
  - g) Fax Number:
  
4. Particulars of the Authorized Signatory of the Applicant:
  - a) Name:
  - b) Designation:
  - c) Address:
  - d) Phone Number:
  - e) Fax Number:

### Name of Applicant:

S.No	Criteria	Yes	No
1	Has the Applicant been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application		

Date: Signature of the Applicant / Authorized Representative

Seal / Stamp of the Firm

### Annexure C: Technical Capacity of the Applicant

Format for Relevant Projects Carried Out in the Last Five Years That Best Illustrates Experience. Using the format below, provide information on key assignments for the Firm was legally contracted. Use separate sheets for each project

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion (Month/Year):	Date
		Approx. Value of Services (in Rs Lakhs):
Name of Associated Consultants, If Any:		No of Months of Professional Staff Provided by Associated Consultants:

Date: Signature of the Applicant / Authorized Representative

Seal / Stamp of the Firm

## **Annexure D: Understanding of the Scope of Work**

### **Annexure E: Format of Curriculum Vitae**

Format for Relevant Projects Carried Out in the Last Five Years That Best Illustrates Experience. Using the format below, provide information on key assignments for the Firm was legally contracted. Use separate sheets for each project

1. Name of the Staff
2. Designation
3. Name and address of the firm presently employed, if any
4. Years with the firm
5. Position in the Proposed project (describe degree of responsibility also)
6. Qualifications (Technical and General)
7. Membership in professional bodies
8. Experience and Training (Relevant in the context of assignment)
9. Employment Record (starting with present position, all previous assignments may be covered)

Name of the Firm

Position Held

Years of Employment

Date: Signature of the Applicant / Authorized Representative

Seal / Stamp of the Firm

## **Annexure F: Format of Financial Proposal**

(Date and Reference)

To,

... ..

Dear Sir,

Subject: Selection of Project Management Consultant (PMC) for assisting Directorate of Industries, Uttarakhand for leveraging Central Schemes of Govt. of India for Industrial Infrastructure and Cluster Development in Uttarakhand

We, \_\_\_\_\_ (Authorized Signatory(s) name) herewith enclose the Financial Proposal for above. We agree that this offer shall remain valid for a period of 60 (sixty) days from the due date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory(s))

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

### Annexure G: Format of Financial Proposal (Contd.)

S.No	Details	Fee
	Project Development and Management Fee	Quote (as percentage of project cost)

- i. The project cost shall be the total project cost as arrived in the DPR including physical infrastructure, common facilities, environment & social infrastructure and other relevant components excluding cost of Land
- ii. The fee quoted shall be applicable for each approved project under the respective Central Schemes
- iii. The fee quoted above is inclusive of all out of pocket expenses and exclusive of applicable Service Tax and any other statutory levies
- iv. The fee payable shall be subjected to deduction of Tax at Source (TDS)