



**Selection of Agency to work as  
Technical Support Unit  
at  
Directorate of Industries  
Government of Jharkhand**

26.02.2024

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## **NOTICE INVITING TENDER FOR**

Selection of Agency to work as Technical Support Unit at Directorate of Industries, Department of Industries, Government of Jharkhand

Tender Ref. No. – 481

dated- 26.02.2024

Directorate of Industries, Department of Industries, Government of Jharkhand invites technical and financial proposals from reputed management consultancy firms of national and international repute to work as Technical Support Unit at Directorate of Industries, Government of Jharkhand. The document can be downloaded from the website:

<https://www.jharkhand.gov.in/industries> and

<https://jharkhandtenders.gov.in/nicgep/app>

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. 11,800/- (inclusive of 18% GST) is to be submitted vide online mode.

Issuer:

Directorate of Industries

3rd Floor, Nepal House, Doranda, Ranchi-834002

**Disclaimer**

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by Directorate of Industries, hereinafter 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.	Tender Availability	From 26.02.2024
2.	Last date for receiving queries	01.03.2024 via email <a href="mailto:jhr-doi@nic.in">jhr-doi@nic.in</a> by 16:00 Hours
3.	Pre bid meeting	02.03.2024 16:00 Hours
4.	Response to queries	02.03.2024 via website & Mail
5.	Last Date of Submission	05.03.2024 by 13:00 Hours
6.	Technical Proposal Opening	06.03.2024 by 15:00 Hours
7.	Technical Presentation	06.03.2024 at 16:00 Hours
8.	Financial Bid Opening	07.03.2024 at 11:00 Hours
9.	Letter of Award	07.03.2024 after conclusion of Technical & Financial bid
10.	Start Date of Project	01.04.2024
11.	Cost of Tender	INR 11,800 (including GST) is to be submitted through online mode ( <a href="https://jharkhandtenders.gov.in">https://jharkhandtenders.gov.in</a> )
12.	Mode of tender	Online through <a href="https://jharkhandtenders.gov.in/nicgep/app">https://jharkhandtenders.gov.in/nicgep/app</a>
13.	Earnest Money Deposit (EMD	INR 10,00,000 (Rupees Ten Lakhs Only) to be paid in favour of “Director, Directorate of Industries” payable at Ranchi through online mode at <a href="https://jharkhandtenders.gov.in">https://jharkhandtenders.gov.in</a> portal.
14.	Performance Bank Guarantee	5% of the Fees of the selected bidder
15.	Website for Tender Documents	<a href="https://jharkhandtenders.gov.in/nicgep/app">https://jharkhandtenders.gov.in/nicgep/app</a>
16.	Method of Selection	QCBS 70:30

17.	Contact Details	Sh. Lalit Kumar, Under Secretary Directorate of Industries, 3 <sup>rd</sup> Floor, Nepal House, Doranda, Ranchi Jharkhand, India -834002 Mobile No. 9934706606 E-mail id: <a href="mailto:jr-doi@nic.in">jr-doi@nic.in</a>
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**Note:**

1. Directorate of Industries, Government of Jharkhand reserves the right to change any schedule of bidding process. Please visit DEPARTMENT website mentioned in document 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.

Sd/-  
Director Industries

## **2. Background Information**

### **2.1 Background**

#### **About Jharkhand**

Jharkhand is located in the eastern part of India. The state shares its borders with West Bengal in the east, Uttar Pradesh and Chhattisgarh in the west, Bihar in the north and Odisha in the south. In India, Jharkhand is one of the leading states in terms of economic growth.

Jharkhand is one of the richest mineral zones in the world and boasts of 40% and 29% of India's mineral and coal reserves, respectively. Jharkhand is the only state in India to produce coking coal, uranium, and pyrite. With 25.7% of the total iron ore (hematite) reserves, Jharkhand ranks second among the states.

The state's industries enjoy a unique location-specific advantage as it is close to the vast market of eastern India. It is closer to the ports of Kolkata, Haldia and Paradip which helps in transportation of minerals. Jharkhand offers a wide range of fiscal and policy incentives to industries, under the Jharkhand Industrial Investment Promotion Policy, 2021 and several sectoral policies.

#### **About Directorate of Industries, Jharkhand**

Directorate of Industries is responsible for the comprehensive industrial and entrepreneurship development in the state thereby generating employment opportunities and fostering economic development of the state.

Key role of Department of Industries:

- Policy formulation for industrial development, promotion of entrepreneurship and employment generation,
- Co-ordination with the other agencies of the State Government to facilitate industrial investment,
- Co-ordination with Government of India for the implementation of national level policies, schemes, programs and other reforms measures for industrial development promotion of entrepreneurship and employment generation,
- Implementation of best governance practices promoting Ease of Doing Business,
- Providing handholding support to the investors in terms of investment facilitation through single Window Clearance Mechanism, Project Management support etc. with a focus on women, weaker sections and differently abled entrepreneurs,
- Technological Up gradation and Capacity Building of Enterprises,
- Organizing industrial exhibitions, trade fairs, buyer-seller meets etc. and facilitating State based investors to participate in national level fairs, exhibitions etc. for market development, and
- Grievance redressal of investors.

## **2.2 Objectives**

Directorate of Industries, Jharkhand in its endeavor to promote industrial activity in the State and establish Jharkhand as one of the prime investment destinations, has concrete plans to create awareness among existing and prospective entrepreneurs about the current incentives and facilities being offered by Government of Jharkhand for facilitating Investment. In this backdrop, the state has plans to participate in and organize events, conferences, seminars, road shows, business development meets, G2B meets etc.

In addition, the DEPARTMENT wants to exploit the investment potential created through single window clearance and Ease of Doing Business initiatives of State Government into actual investment in the state and management of the existing and proposed projects.

### 3. Eligibility Criteria

#### 3.1. Eligibility for the Consultant

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services for “Selection of Agency to work as Technical Support Unit at Department of Industries, Government of Jharkhand” and support services sought by the Department of Industries, Jharkhand, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Criteria	Requirements	Documentary Evidence
<b>Qualification Criteria</b>		
Legal Entity	The bidder/consortium should be a single Business Entity (Maximum only one consortium member is allowed. No sub-contracting or subletting is allowed.) For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956/2013, or a Limited liability Partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years in Business Consulting as of March 31, 2023.	Certificates of Registration/ Incorporation and copy of PAN of consortium partner.
Financial Capacity	The bidder should have a minimum annual turnover of INR 100 crores (Lead Bidder) from <b>Indian operations</b> in business consulting services in each of the previous three financial years (FY 20-21,21-22 & 22-23)	Audited financial statements for the three previous financial years and a Certificate from statutory auditor or a Practicing Chartered Accountant in this regard.

Criteria	Requirements	Documentary Evidence
Turnover from Government Consulting Services	The bidder should have a minimum annual turnover of INR 50 crores from Government/ Public Sector consulting services in India in each of the last 3 financial years (FY, 20-21, 21-22& 22-23).	Certificate from statutory auditor or a Practicing Chartered Accounting
Bidder Experience	Experience of minimum 3 years of Lead Consultant/Knowledge Partner with Department of Industries/ Government Industrial Undertaking/Industrial authority/ Any related Industrial ministry/ Organization/ State Governments/UTs or Government of India.	Letter of Award/Contract/Completion Certificate
Blacklisting	The Bidder should not have been blacklisted/banned/debarred/under investigation by any State Government/UTs or Central Government entity / PSU in the last 5 years.	Notarized Self-certification.  (False certification and/or non - disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting by the State of Jharkhand.)

## **4. Instruction to the Bidders**

### **4.1 General Conditions of Contract.**

- a. 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.
- b. 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.
- c. 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:

- a. “Bidder” means firm/ company who submits proposal in response to this Request for Proposal document.
- b. “Consultant” means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
- c. “Contract” means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
- d. “Personnel” means professional and support staff provided by the Consultant to perform services to execute an assignment and any part thereof.
- e. “Proposal” means proposal submitted by bidders in response to the RFP issued by the Department of Industries, Jharkhand for Selection of Agency to work as Technical Support Unit at Department of Industries, Government of Jharkhand.
- f. “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 of Industries, Jharkhand.
- g. Resources deployed by consultant may be allowed admissible leaves as per Government of Jharkhand rules for outsourced workers.

**4.3 Compliant Tenders / Completeness of Response**

- a. 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.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. 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 Pre-bid meeting & Clarifications**

**4.4.1 Bidders Queries**

- a. DEPARTMENT shall invite queries from bidders as per the details mentioned Fact Sheet of this document.
- b. The Bidders will have to ensure that their queries for Pre -Bid meeting should reach to DEPARTMENT by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document.
- 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:

Section/Page No.	Content of RFP requiring clarifications	Change/Clarification Requested	Remarks

- d. 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. However, 'DEPARTMENT' reserves the right to hold or re-schedule the Pre-Bid meeting.

#### **4.4.2 Responses to Pre-bid Queries and Issue of Corrigendum**

- a. The Officer notified by the DEPARTMENT will endeavor to provide timely response to the queries. However, DEPARTMENT makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does 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, 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 website.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DEPARTMENT may, at its discretion, extend the last date for the receipt of Proposals.

#### **4.5 Key Requirements of the Bid**

##### **4.5.1 Rights to terminate the process**

- a. DEPARTMENT may terminate the RFP process at any time and without assigning any reason. DEPARTMENT make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. In case of single qualified bidder, the entire process would stand cancelled.
- c. This RFP does not constitute an offer by DEPARTMENT. The bidders' participation in this process may result DEPARTMENT selecting the bidder to engage towards execution of the contract.

##### **4.5.2 RFP Document Fees**

- a. RFP document can be downloaded from the website as mentioned in the data sheet. Online bid submission fee of INR 11,800/- is to be submitted through online mode (<https://jharkhandtenders.gov.in>)
- b. RFP Document Fee has mandatorily to be submitted physically latest by proposal submission deadline as per the information mentioned in the Fact Sheet. Proposals received without or with inadequate RFP Document fees shall be rejected.

#### **4.5.3 Earnest Money Deposit**

- a. Bidders shall submit, along with their Bids, EMD of Rs. **10,00,000/- (Rupees Ten Lakhs Only)**, to be paid in favour of “Director, Directorate of Industries” payable at Ranchi through online mode at <https://jharkhandtenders.gov.in> portal
- b. EMD of all unsuccessful bidders would be refunded by DEPARTMENT 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.
- c. EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. EMD has mandatorily to be submitted / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. 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.

#### **4.5.4 Submission of Responses**

- a. Technical Bid (containing)
  - i. EMD, Power of Attorney and Bid Document Fees (in a separate sealed envelope)
  - ii. Cover letter and Eligibility Criteria mentioned in Section 3
  - iii. Technical Proposal (To be submitted online and on the day of presentation in a separate sealed envelope)
- b. Financial Bid (containing)
  - i. Cover Letter
  - ii. Financial proposal

#### **4.5.5 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure 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 DEPARTMENT to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. 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 Language**

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 up on 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. 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 Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. 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 DEPARTMENT, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

#### **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 Local Conditions**

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The DEPARTMENT shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the DEPARTMENT. Neither any change in the time schedule of the contract nor any financial adjustments arising there -of shall be permitted by the DEPARTMENT on account of failure of the Bidder to know the local laws / conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

#### **4.11 Contacting the Directorate of Industries, Jharkhand**

Any effort by a bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

Bidder shall not approach DEPARTMENT officers after office hours and/or outside DEPARTMENT office premises, from the time of the proposal opening till the time the Contract is awarded.

#### **4.12 Eligibility Criteria**

The bidder shall meet the criteria for eligibility mentioned in the Tender document. The bidder must have registration certificate, registration under Labour Laws Contract Act, valid GST certificate, whichever is applicable, for this Tender.

#### **4.13 Tentative Schedule of Events**

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

#### **4.14 Opening of Proposal**

First, The Technical bid will be opened. The Financial proposal may be opened in presence of technically short-listed bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical bid
- b. Financial bid.

#### **4.15 Deciding Award of Contract**

- a. The DEPARTMENT reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to DEPARTMENT and its appointed representative on the date asked for, at no cost to the DEPARTMENT. The DEPARTMENT may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. DEPARTMENT shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. 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.
- c. 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 bid.
- d. After acceptance of LoA Performance Security shall be deposited as specified in this document for signing an Agreement with DEPARTMENT.
- e. Special Condition for Awarding the Agreement:
  - i. DEPARTMENT will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
  - ii. DEPARTMENT may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
  - iii. 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.
  - iv. DEPARTMENT will have the right to ask for additional Team members beyond what has been specified in this RFP.

#### **4.16 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 hereunder 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.

#### **4.17 Publicity**

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

#### **4.18 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 FDR/TDR/DD/BG of any nationalized bank in the name of The Director, Directorate of Industries, Jharkhand, for a Period of three year and shall sign the Agreement within Twenty one days from the issue of LoA. Agreement is extendable for a period of two more years at an additional cost of 10% at the discretion and satisfactory performance of consultant by DEPARTMENT

##### **4.18.1 Performance Guarantee**

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

#### **4.19 Duration of Contract**

The Contract shall initially be valid for a period of 24 Months from the date of Agreement. Department may extend the Agreement for another 12 Months period on mutually agreed terms and conditions.

#### **4.20 Terms and Conditions: Applicable Post Award of Contract**

##### **4.20.1 Termination Clause**

- 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 90 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 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 DEPARTMENT terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

##### **4.20.1.1 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 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 DEPARTMENT terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

#### **4.20.1.2 Termination for Insolvency**

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 DEPARTMENT.

#### **4.20.1.3 Termination for Convenience**

- a. 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, DEPARTMENT will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. 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 hereunder or in relation hereto (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.

#### **4.20.1.4 Termination by DEPARTMENT**

- a. The DEPARTMENT may, by not less than 30 days' written notice of termination to the selected bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. The selected bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, 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 selected bidder 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 selected bidder fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. The selected bidder submits to the DEPARTMENT a statement which has a material effect on the rights, obligations or interests of the DEPARTMENT and which the selected bidder knows to be false;
- b. Any document, information, data or statement submitted by the bidder in its Proposal, 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 attributable related to the consultant performance, the Government will give a rectification notice for 1 Months to consultant in writing with specific observation and instructions.

**4.20.1.5 Termination by the selected bidder**

- a. The Consultant may, by not less than 60 days written notice to the DEPARTMENT, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- b. The DEPARTMENT is in material breach of its obligations pursuant to this Agreement and has not remedied the same within Thirty (30) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the DEPARTMENT of the Technical Consultant's notice specifying such breach;
- c. If there are more than 2 un-paid invoices and DEPARTMENT fails to remedy the same within 45 days of the submission of the last un -paid invoice
- d. 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
- e. The DEPARTMENT fails to comply with any final decision reached as a result of arbitration.
- f. 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.

#### **4.20.1.6 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], 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 Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of 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 DEPARTMENT under law or otherwise.
- c. The termination hereof 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.

#### **4.20.2 Liquidated Damages**

- a. Notwithstanding 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.

#### **4.20.3 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:

- 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.
- Matter will be referred for negotiation between Officer nominated by DEPARTMENT and the Authorized Official of the Bidder. The matter shall be resolved between them and the agreed course of action documented within a further period of 15 days.

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. Arbitration shall be held in Ranchi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **4.20.4 Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

#### **4.20.5 Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or 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. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The DEPARTMENT will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

#### **4.20.6 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 DEPARTMENT may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

#### **4.21 Onsite Deployment**

The proposed team should be stationed in Ranchi for the entire project period as per the requirements of the RFP. The Proposed team has to follow the working hours, working days and Holidays of Government of Jharkhand and as per direction of departmental head

#### **4.22 Contract Performance Security**

- a. Within 21 days after the receipt of notification of award of the Contract from the DEPARTMENT, the successful Bidder shall furnish Contract Performance Guarantee to the DEPARTMENT, Ranchi, which shall be equal to 10% of Contract Value and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of contract as specified in the document.
- b. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss / penalties resulting from the Suppliers failure to complete its obligations under the contract.
- c. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract.

#### **4.23 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 thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep DEPARTMENT indemnified in this regard.

#### **4.24 Contract administration**

- 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:
- b. 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
- c. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

- d. 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.
- e. 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.
- f. 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.

#### **4.25 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.

#### **4.26 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.

DEPARTMENT shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram / 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 and Printer etc. facilities.

#### **4.27 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 DEPARTMENT, whichever is earliest, return any and all information provided to the Selected Bidder by DEPARTMENT, including any copies or reproductions, both hard copy and electronic.

#### **4.28 Indemnity**

The Selected Bidder shall execute and furnish to the DEPARTMENT, a Deed of Indemnity in favor of the Department of Industries, Jharkhand, in a form and manner acceptable to the DEPARTMENT, indemnifying DEPARTMENT 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 indemnity shall be to the extent of 10% of Contract value in favour of the DEPARTMENT.

#### **4.29 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. DEPARTMENT however reserve the right to review and negotiate the charges payable.

#### **4.30 Special Conditions of Contract**

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

#### **4.31 Payment Schedule**

The payment as specified in financial format Annexure -3 as submitted by Selected Consultant shall be made on a Monthly basis.

Expense related to travel outside Ranchi shall be reimburse by Authority, in such cases where arrangements are not being made by the DEPARTMENT:

- a. The travel expense outside Ranchi for domestic and international road shows 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 Ranchi to anywhere in India and abroad.
- b. To claim reimbursement, onsite resources need 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 two 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 Ranchi, 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 Month for fixed resources. The payment will be made within 15 days after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to the DEPARTMENT.

For additional resources (If any deployed during the project), payment shall be made on monthly basis.

#### **4.32 Dispute Resolution**

The DEPARTMENT and the Selected Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

If even after thirty (30) days from the commencement of such direct informal negotiations, the DEPARTMENT and the Selected Bidder are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in clauses below.

- a. In the case of a dispute or difference arising between the DEPARTMENT and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of Arbitrator as indicated in this RFP. The award of the Arbitrator shall be final and binding on the parties.
- b. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.
- c. The venue of arbitration shall be the Ranchi, India.

- d. The DEPARTMENT may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause.

#### **4.33 Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute (s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

#### **4.34 Conflict of interest**

The Bidder shall disclose to 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.

#### **4.35 Severance**

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

#### **4.36 Governing Language**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

#### **4.37 “No Claim” Certificate**

The Selected Bidder shall not be entitled to make any claim, whatsoever against DEPARTMENT, under or by virtue of or arising out of, the contract, nor shall DEPARTMENT entertain or consider any such claim, if made by the Selected Bidder after it has signed a “No claim” certificate in favour of DEPARTMENT in such form as shall be required by it after the work is finally accepted.

#### **4.38 Publicity**

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the DEPARTMENT first gives its written consent to the selected bidder.

#### **4.39 General**

##### **4.39.1 Relationship between the Parties**

Nothing in the Contract constitutes any fiduciary relationship between the DEPARTMENT and Selected Bidder/ Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the DEPARTMENT and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

DEPARTMENT will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.

**4.39.2 No Assignment**

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of DEPARTMENT.

**4.39.3 Survival**

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless DEPARTMENT notifies the Selected Bidder of its release from those obligations.

**4.39.4 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.

**4.39.5 Governing Law**

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

**4.39.6 Jurisdiction of Courts**

The High Court of Jharkhand at Ranchi, Jharkhand has exclusive jurisdiction to determine any proceeding in relation to the Contract.

**4.39.7 Compliance with Laws**

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

**4.39.8 Notices**

A "notice" means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre- paid certified/registered mail, return receipt requested, addressed as follows

and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

Director Industries

Directorate of Industries, Department of Industries, Government of Jharkhand

3<sup>rd</sup> Floor, Nepal House, Doranda Ranchi

E-mail id: [jhr-doi@nic.in](mailto:jhr-doi@nic.in)

Phone: 9934706606

<https://jharkhand.gov.in/industries/>

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

#### **4.39.9 Waiver**

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

#### **4.39.10 Modification**

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

#### **4.39.11 Taxes**

The Bidder shall pay service and other applicable taxes, if any, imposed on the services under this contract.

#### **4.39.12 Application**

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

### **4.40 Fraud and Corrupt Practices**

#### **4.40.1 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. Notwithstanding 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 Bidder s 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 the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

“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;

- i. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- ii. “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;
- iii. “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
- iv. “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.

#### **4.40.2 Arbitration**

DEPARTMENT and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, DEPARTMENT and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to The Director, Directorate of Industries, Jharkhand, as single party Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties.

All Arbitration proceedings shall be held at Ranchi, Jharkhand, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

## 5. Scope of Work

The Directorate of Industries intends to assign tasks to the agency as:

- I. Department of Industries
- II. Directorate of Industries

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

### **A. At Department of Industries:**

- a. Providing assistance in drafting different sectoral industrial policies.
- b. Assistance of department in formulation of separate institutions if ever needed.
- c. Drafting of necessary policies, Acts, guidelines etc. as mandated by the department
- d. Responsible for providing inputs vis-à-vis coherence in policy framework within different bodies of the department
- e. Preparation of demand note in sync with the proprieties of policies/programme/scheme on budgetary allocation to the department
- f. Providing assistance to the department for review of institutional bodies working under the department by preparation of knowledge collaterals which can help gauge different parameters e.g., achieved task against assigned task, setting up the priorities and objectives, innovative practices etc.
- g. Assessment of Business environment, core infrastructure facilities, Transport connectivity and access to finance. Benchmarking and Preparing recommendation report based on the assessment.
- h. Support in the other activities of central ministries e.g. EPI ranking, Support in setting up of District Export Hubs and One District One Product Clusters, Support in planning for establishing Integrated Manufacturing Cluster (IMC) on any new or existing industrial corridors.
- i. Any other work towards policy and programme implementation as assigned by DEPARTMENT from time to time.

### **B. At Directorate of Industries**

- a.** Ease of Doing Business (EoDB) Reform
  - i. Compliance of State Business Reform Action as released by DPIIT and all tasks related to Ease of Doing Business.
  - ii. Work with the State Government to disseminate understanding of the reform action points, conduct workshops with district level officials and prepare a work plan for utilization of online systems developed by the State.

- iii. Assist line departments for reforms as specified under BRAP recommendations as specified from time to time.
- iv. Assisting in feedback exercise in order to improve State ranking
- v. Assist in organizing meetings, seminars and stakeholder consultations etc.
- vi. To prepare presentations and briefs on various aspects related to ease of doing business.
- vii. Making recommendations on MIS generated by Departments in order to find out challenges and support required to implement/ resolve the challenges for positive feedback
- viii. Support for queries regarding grant of approvals and feedback.
- ix. Support development of promotional material required for creating awareness about EoDB among investors and Government Departments through workshops, field visits, brochure, signboard etc.
- x. Handling information availability and grievances of investors while taking approvals through the query management system by coordinating with respective departments.
- xi. Undertaking Business Process Reforms as required.
- xii. Training need assessment and training as required for the new and emerging regulatory/ EoDB scenario.
- xv. Cost of Doing Business**
  - (i) Compliance of DPIIT mandate of reducing Cost of Doing business.
  - (ii) Comparative study of cost of doing business in all Indian State & making recommendations accordingly.
- xvi. Compliance burden Reduction**
  - (i) Study of all rules/ regulation/ policies in order to reduce compliance burden & making recommendations accordingly.
  - (ii) Coordination with department, preparation of evidence and uploading in designated Portal
- xvii.** Any other work towards EoDB reform and facilitation which may be assigned by DIRECTORATE from time to time.

**b. Investment Promotion and Facilitation.**

- i. Define Strategies and follow up mechanism to attract investors from India and specific countries for designated investment regions in Jharkhand, for focus sectors in the State.
- ii. Preparation of content for promotional materials and marketing collaterals such as sector profiles, region profiles, Jharkhand competitiveness profile, investor guide for Jharkhand, project profiles, industrial corridors and profiles on key clusters.
- iii. Conduct research on a continual basis to identify potential target companies who are looking to invest and expand in the region and who should be targeted to promote Jharkhand.

- iv. Support the DIRECTORATE in facilitating dialogues with Investors, including handholding of high value Investors from contact to conversion.
- v. Support in organizing events, conferences, seminars, road shows, business development meets, G2B meets etc.
- vi. Coordinating with existing mechanism on Single Window Clearance System to ensure Investment Tracking for monitoring cases from lead generation to commercial production stages.
- vii. Assistance with outreach to exporters and suggesting reforms to grow export sector.
- x. Assist exporters. MSMEs, local producers and Government to understand Non-Tariff Measures/Barriers and provide recommendations
- xi. Identify the existing bottlenecks of the trading ecosystem in the state (based on existing facilities and infrastructure)
- xii. Stakeholder consultation for identifying major trading hubs of the state and discussion with stakeholders to assess the current situation and challenges
- xiv. Analyse export scenario product/commodity wise and their national and global trends.
- xv. Conduct competitive analysis and import patterns of target markets and develop market linkages
- xvi. Exploring FTAs and their benefits to State exporters
- xvii. Exploring requisite compliance and standards for export of select State's products/Commodities
- xviii. Designing export development strategy for the State.
- xx. Support in Export promotion efforts like events, module for trade facilitation desk /cell etc.
- xxi. Any other work towards investment promotion and facilitation which may be assigned by DIRECTORATE from time to time.

**c. Outreach and communication-**

- (a.) Event participation: Participation in relevant Industrial events, road shows and related promotional activities.
- (b) Content advisory: Recommendation on relevant content for various meeting and digital activities related to investment promotion and Industries Sector in the State.
- (d) Media monitoring and publicity- Tracking relevant Industrial news, prepare strategy for effective communication of investment opportunities of Jharkhand.

- (e) Assistance in publishing various Industrial policies & initiatives of the department at various forums.
  - (f) Any other work related to outreach activities.
- d. Single Window – IT Development for Ease of Doing Business Reforms
- i. Development and enhancement of Single Window System as per Business Reform Action Plan under EoDB reform, as received from DPIIT from time to time
  - ii. Support for ongoing and new initiatives as under:
    - a. Combined Application Form for all investible project approvals & Incentives for the industry department and Combined Application Form for all approvals
    - b. Provision for feedback on draft business regulations/policy
    - c. Supporting on Single Window approvals & Grievance
    - d. Support and enhancement in design and development of Incentive Modules.
    - e. Enhancement and support for API integration with identified departments
    - f. Support for Service status and payment gateways.
    - g. Support for queries regarding grant of approvals and feedback
    - h. Handling information availability in website
    - i. Maintenance & Strengthening of Single Window System and enhancement of existing system.
  - iii. Any other work towards ICT implementation on EoDB reforms from time to time.
- e. **Development of New Modules and strengthening of existing system**
- I. Investor Compliance Tracker: Tracking and generating a compliance report for investors based on their returns, inspections, renewals, self-certifications and other regulatory compliances
  - II. Departmental Micro Sites: Design, Development and Integration of various departmental portals stating information about the reforms enabled and respective orders / documents at one place in public domain
  - III. Project Management Tool: Design, Development and Integration of Project Management Tool where department can define the KPI's and track the progress too
  - IV. Risk Management Module (Incorporating data from applications, inspections and returns): Design, Development and Integration with Inspecting Authorities in State and configuring risk parameters in system to identify and calculate risk category of an industry
  - V. Scrutiny and restructuring of existing architecture of portal to modern architecture.

- VI. Conducting timely Security audit of portal and implementing desired changes in the portal
- VII. Study the Single Window systems of other States and global good practices and suggest ways to improve upon.
- VIII. Propose relevant modifications/ enhancements to the Portal and ensure implementation
- IX. Support implementation of good practices in Single Window System.
- X. Event Organizer: Design, Development and Integration of Meeting & Events Scheduler
- XI. Data base management and troubleshooting

## 6. Team Composition

The team for the engagement should comprise of the following (The number against each position may increase or decrease as per the activities of engagement):

#	Position	Number	Experience
<b>To be deployed at Department of Industries</b>			
1	Team Lead	2	Full time B.E/ B.Tech/ M.Plan with MBA having minimum 12 years Post qualification experience of which minimum 3 years should be with Department of Industries of State/Central Government/UT.
2	Project management Expert (Investment Promotion, EoDB, Policy Expert 01 Nos.)	5	Full time MBA having minimum 5 years Post qualification experience of which minimum 3 years should be with Department of Industries State/ Government Industrial undertakings/ Industrial authority/Any related Industrial ministry or organization/ State/Central Government/UT.
3	IT Expert	2	Full time MCA/BE/B.Tech in Computer Science with at least 5 years' experience (Post qualification)  Should have minimum 2-year experience on working as database administrator in Single Window or Government department State/UT/Central government, should have experience in software development, mobile app development and other latest technologies.  Professionals having experience in MSQL, SQL Server, Oracle, Postgre SQL, Linux Server would be preferred.
<b>Total</b>		<b>09</b>	

**Note: All deployed resources need to serve for at least one year in department.**

If at any point in time, the DEPARTMENT feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 weeks (In case of replacement of resources, the firm will have to submit atleast 3 CVs per post, well in advance for an interview to be conducted under the chairmanship of Director- Industries).

The consultant is not expected to change the team from what is proposed as a part of the response to this RFP for an initial period of minimum one year. 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 approval, the replacement may be carried out.

**Note: No Third-Party Resources will be allowed to be deployed. All resources will have to be permanent and on Company Rolls (No Fixed term Contract or limited term contract employees) as on the Date of award of contract. Failure to do so will lead to rejection and blacklisting.**

## **7. Evaluation and Selection**

### **7.1 Technical Evaluation**

Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If Proposals;

- i. Are not submitted in as specified in the RFP document.
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

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 define 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. The DEPARTMENT may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/implementation of the project including management period.
- d. Proposal shall be opened in the presence of bidder's representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
  - i. Preliminary Examination of Pre-qualification/ Eligibility Criteria documents: The Prequalification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and

will not be considered further.

ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:

- Supporting document is to be submitted in Technical bid.
- 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
<b>A</b>	<b>Project Experience</b>	<b>50</b>	
A-1	Experience of Investment Promotion Initiatives with the States/UTs and Department of Central Ministries of project value not less than 1 Cr. Each.  2.5 marks for each project Maximum of 4 projects to be considered	10	Letter of Award/ Certificate from the Client showing the time period and contract value
A-2	Experience of implementing EoDB reform of DPIIT with the States/UTs of India of project value not less than 1 Cr. Each.  2.5 marks for each project Maximum of 4 projects to be considered	10	Letter of Award / Certificate from the Client showing the time period and contract value
A-3	The bidder should have provided services for development/maintenance of Single Window System Portal/ Website related to other State Department or similar e-gov or IT projects in the domain of public service delivery for States/UT  2.5 Marks for each project maximum of 2 projects to be considered.	05	Letter of Award / Certificate from the Client showing the time period and contract value

S. No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
A-4	Experience of developing and promotion of an industry segment/segment/ Investment promotion and branding for Department in any State/ UT of India. The Project should also include marketing/Promotion of products and running of promotional campaign (Project Value should not be less than 1 Cr)  2.5 marks for each, maximum 2 project.	05	Letter of Award / Certificate from the Client indicating the start date and fees
A-5	A. CMMi level 3 (02 Marks) B. ISO 27001:2013 certified (02 Marks) C. Both (Full Marks: 05)	05	
A-6	Experience of providing assistance in PM Gatishakti Programme of DPIIT/ ODOP and other centrally sponsored schemes (Project Value Not less than 75 Lacs)  2.5 marks for each project Maximum of 2 projects to be considered	05	Letter of Award / Certificate from the Client showing the time period
A-7	Experience of Working as a project management consultant for industrial park under various schemes by State/ Central Govt. (Project Value should not be less than 1 Cr.)  2.5 marks for each project Maximum of 2 projects to be considered	05	Letter of Award / Certificate from the Client showing the time period
A-8	Experience in Execution and financial management for projects/ programs financed by external funding agencies/ministries. (Project Value should not be less than 1.5 Cr.)  2.5 marks for each project Maximum of 2 projects to be considered	05	
<b>B</b>	<b>Approach &amp; Methodology (Technical Presentation)</b>	<b>30</b>	
B-1	Understanding Jharkhand's requirement  A. Understanding of Project: 05 Marks B. Innovative Solution: 05 Marks	10	
B-2	Investment Monitoring and Management	10	

S. No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
	A. Experience of Investment Promotion and EoDB. (03 Marks) B. Proposed Plan and Strategy (05 Marks) C. Proposed Tools and technology (02 Marks)		
B-3	Institutional Strengthening and Capacity Building	10	
<b>C</b>	<b>Experience of the Team</b>	<b>20</b>	
C-1	Deployment at Directorate of Industries A. Team Lead: 05 Marks <ul style="list-style-type: none"> <li>• Experience 12 Year: 0 Marks (2.5 Marks for each additional Year Max 5 Marks)</li> </ul> B . Project Management Expert: 9 Marks (03 Marks for each resource) <ul style="list-style-type: none"> <li>• Experience 05 Year: 0 Marks (01 Marks for each additional Year Max 03 Marks)</li> </ul> C. IT Expert: 06 Marks (02 Marks for each resource) <ul style="list-style-type: none"> <li>• Experience 05 Year: 0 Marks (01 Marks for each additional Year Max 02 Marks)</li> </ul>	20	
	<b>Total</b>	<b>100</b>	

## 7.2 Financial Evaluation.

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weightage of 70 % and financial proposal will be allotted weightage of 30%. The proposal with the lowest bid 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 Applicants who scores at least 60% marks in Technical Proposal

evaluation shall be opened and evaluated as per financial evaluation criteria.

If the number of prequalified applicants is less than 2 (two), the DEPARTMENT may at its sole discretion prequalify the next Applicant, so that at least two applicants compete for the assignment.

The Financial Proposals shall be given scores as follows:

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

1. Fm: Lowest financial proposal

2. Sf: Financial Score

For selection of consultants, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying weight of 0.70 (or 70%) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying proposal.

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

$\text{Total Score} = (Te \times 0.70) + (Sf \times 0.30)$  Te technical Score

### **7.3 Selection**

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

## 8. Annexure

### 8.1 Annexure I: Proposal Covering Letter

Date:.....

To,

Director-Industries,  
Directorate of Industries,  
3rd Floor, Nepal House, Doranda  
Ranchi-834002

Dear Sir,

1. We (Name of the bidder) hereby submit our proposal in response to notice inviting tender date ..... and tender document no. .... and confirm that:
2. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
3. We shall make available any additional information if required to verify the correctness of the above statement.
4. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
5. We are quoting for all the services mentioned in the tender.
6. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
7. Directorate of Industries, Ranchi may contact the following person for further information regarding this tender:
  - a. Name and full address of office, Contact No., Email ID, Company Name
8. We are submitting our Eligibility Criteria proposal bid documents and technical bid documents Online bids should be submitted and hard copy of the same should also be submitted in form of original and a copy along with 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 online and in original as part of Technical Proposal bid on stamp paper of value required under law duly signed by ‘the bidder’ for the tender

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 hereby 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 Agency to work as Technical Support Unit at Directorate of Industries, Department of Industries, Government of Jharkhand” involving the deliverables as per agreement with Directorate of Industries, vide Invitation for Tender (Tender Document) Document dated \_\_\_\_\_, issued by The Director, Directorate of Industries Govt. of Jharkhand, Ranchi, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Directorate of Industries, Department of Industries, Govt. of Jharkhand, Ranchi, or any governmental authority, representing us in all matters before Directorate of Industries, Department of Industries Govt. of Jharkhand, Ranchi, and generally dealing with Directorate of Industries 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:

- To be executed by the bidder

- 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.
- 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 hereunder on behalf of the executants (s).

### 8.3 Annexure III: Financial Proposal Format

To

Director Industries  
Department of Industries  
Government of Jharkhand  
3<sup>rd</sup> Floor, Nepal House, Ranchi-834002  
Jharkhand, India

**Subject: Selection of Agency to work as Technical Support Unit at Directorate of Industries, Government of Jharkhand**

Sir,

We, the undersigned, offer to work as Technical Support Unit at Directorate of Industries, Government of Jharkhand in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Core Modules:

Personnel	Monthly Rate (in INR, excluding taxes)
Team Lead	
Project management Exper (Investment Promotion &EoDB)	
IT Expert	
Total Monthly Rate	

Notes

- The above includes all travel, lodging and other out of pocket expenses within Ranchi; no extra claims above what has been mentioned in this section will be allowed during the engagement
- All boarding and lodging expenses for any trip outside of Ranchi for project related work to be reimbursed by the CLIENT/DEPARTMENT on actual in situations where the arrangement is not made by the DEPARTMENT itself.
- The above excludes any applicable taxes
- The same rates will be used for extending the scope of work or seeking more time/resources from the consulting firm with prior written approval of the Directorate or approving

authority.

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:

#### 8.4 Annexure IV: Draft Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter 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 of Industries, Jharkhand, having its office at Directorate of Industries 3<sup>rd</sup> Floor, Nepal House, Doranda, Ranchi-834002, Jharkhand, India (hereinafter called “Department of Industries, Jharkhand” 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 formed under \_\_\_\_\_ (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. \_\_\_\_\_ dated //2021 issued by Director of Industries, Jharkhand, and selected M/s \_\_\_\_\_ (hereinafter referred to as the Bidder) for the Agreement by Department of Industries, Jharkhand as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Director, Directorate of Industries, Jharkhand, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ / - (Rupees \_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

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 implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfill its obligations there under
2. We, the Guarantor, shall, without demur, pay to Director, Directorate of Industries, Jharkhand an amount not exceeding INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from Director, Directorate of Industries, Jharkhand stating that the Bidder has failed to fulfill its obligations as stated in Clause 1 above.
3. \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from Director, Directorate of Industries, Jharkhand stating that the Bidder has failed to fulfill its obligations as stated in Clause 1 above.
4. 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 Director, Directorate of Industries, Jharkhand is

disputed by the Bidder or not.

5. 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 \_\_\_\_\_
6. (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Directorate of Industries, Department of Industries, Government of Jharkhand under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Director, Directorate of Industries, Department of Industries, Jharkhand 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 Director, Directorate of Industries, Department of Industries, Jharkhand.
7. In order to give effect to this Guarantee, Director, Directorate of Industries, Department of Industries, Govt. of Jharkhand 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 Agreement or other documents by Director, Directorate of Industries, Department of Industries, Govt. of Jharkhand or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Director-Industries, Jharkhand against the Bidder or forebear or enforce any of the terms and conditions of the Agreement 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 Director-Industries, Jharkhand or any indulgence by Director- Industries, Jharkhand 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.
8. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
9. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.
10. 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**

<b>Assignment Name</b>		<b>Country</b>
<b>Project Location within the Country</b>		<b>Professional Staff provided by your Firm/Company</b>
<b>Name of Client</b>		<b>No. of Staff</b>
		<b>No. of Person Months</b>
<b>Start Date</b>	<b>Completion Date</b>	<b>Approx. Value of Services</b>
<b>Name of Associated Firms (s) if any</b>		<b>No. of Professional Staff Months provided by Associated Firms (s)</b>
<b>Name of Senior Staff (Project Secretary/ Coordinator, Team Leader) involved and functions performed</b>		
<b>Detailed Narrative Description of Project</b>		
<b>Detailed Description of Actual Services Provided by your Firm</b>		

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

Photo	Name:			
	Position:			
	Date of Birth:			
	Education:			
4. Employment Record	From	To	Company	Position Held
5. Brief Profile				
8. Countries of Work Experience				
9. Languages				
10. Representative 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**

<b>Sr. No.</b>	<b>Name</b>	<b>Qualification and Experience (In Years)</b>	<b>Proposed position</b>	<b>Task Assigned</b>

**8.8 Annexure VIII: Technical Proposal Submission Form**

TP-1 Technical Proposal Submission Form/Declaration

TP-2 Consultant's Organization and Confirmation to Eligibility Criteria

TP-3 Consultant's Experience for Technical Evaluation

TP-4 Conceptual Clarity and Understanding of the Assignment

TP-5 Approach, Methodology and Work Plan for Performing the Assignment (10 Pages limit)

TP-6 Team Composition

TP-7 Curriculum Vitae (CV) for Key Staff