Department of Industries & Commerce
Government of Haryana

Request for Proposal (RFP)

for

'Appointment of Knowledge Partner for Investment Promotion, Policy Implementation, and Business Climate Reforms Services’

Tender No: BIPP/KP/02

On Behalf of:

Department of Industries & Commerce,
Government of Haryana
Bureau of Industrial Policy & Promotion,
30 Bays Building, Sector 17 C, Chandigarh
Haryana - 160017
Ph: +91 172 4080482, 4049482
### Abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
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<tr>
<td>BIPP</td>
<td>Bureau of Industrial Policy &amp; Promotion</td>
</tr>
<tr>
<td>DD</td>
<td>Demand Draft</td>
</tr>
<tr>
<td>DICGOH</td>
<td>Department of Industries &amp; Commerce, Government of Haryana</td>
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<tr>
<td>GoH</td>
<td>Government of Haryana</td>
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<tr>
<td>GoI</td>
<td>Government of India</td>
</tr>
<tr>
<td>HSIIDC</td>
<td>Haryana State Industrial and Infrastructure Development Corporation</td>
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<tr>
<td>INR</td>
<td>Indian Rupees</td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
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<tr>
<td>QCBS</td>
<td>Quality &amp; Cost Based System</td>
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<tr>
<td>RFP</td>
<td>Request For Proposal</td>
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<tr>
<td>SoW</td>
<td>Scope of Work</td>
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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Department of Industries & Commerce, Government of Haryana (DICGOH), or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the DICGOH to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the Proposal”).

This RFP includes statements, which reflect various assumptions and assessments arrived at by the DICGOH in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DICGOH, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DICGOH accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. DICGOH, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. The DICGOH also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. DICGOH may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that DICGOH is bound to select a Bidder or to appoint the Selected Bidder or Knowledge Partner, as the case may be, for the Assignment and the DICGOH reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DICGOH or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Selection of Knowledge Partner for An Investment Promotion Campaign of Haryana.

DICGOH shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.
### DOCUMENT CONTROL/ DATA SHEET

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<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Details</th>
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<tbody>
<tr>
<td>1.</td>
<td>RFP No. and Date of availability of RFP</td>
<td>RFP No.: BIPP/KP/02</td>
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<tr>
<td></td>
<td></td>
<td>Date: 2nd Jan, 2019</td>
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<td>2.</td>
<td>Proposal Due Date or PDD</td>
<td>22nd Jan, 2019, 1700 Hours</td>
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<td>3.</td>
<td>Technical Proposal Opening Date</td>
<td>23rd Jan, 2019, 1200 Hours</td>
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<td>4.</td>
<td>Technical Presentation</td>
<td>28th Jan, 2019, 1100 Hours</td>
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<tr>
<td>5.</td>
<td>Financial Proposal Opening</td>
<td>To be communicated later to the shortlisted bidders</td>
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<tr>
<td>6.</td>
<td>Letter of Award (LOA)</td>
<td>To be communicated later</td>
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<tr>
<td>7.</td>
<td>Signing of Agreement</td>
<td>To be communicated later</td>
</tr>
<tr>
<td>8.</td>
<td>Office address, Venue for pre-bid meeting, opening and evaluation of Bids</td>
<td>Department of Industries &amp; Commerce, Government of Haryana, Bureau of Industrial Policy &amp; Promotion, 30 Bays Building, Sector 17 B, Chandigarh-160017</td>
</tr>
<tr>
<td>9.</td>
<td>Cost of Tender Document (to be paid by Debit / Credit / online payment)</td>
<td>Rs 5,000/- (Rupees Five Thousand Only)</td>
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<td>10.</td>
<td>Earnest Money Deposit - EMD (to be paid by NEFT / RTGS)</td>
<td>Rs 5, 00,000/- (Rupees Five Lacs only)</td>
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<td>11.</td>
<td>EMD Submission End Date</td>
<td>17th Jan, 2019</td>
</tr>
<tr>
<td>12.</td>
<td>Contact Details</td>
<td>Contact Person: Mr. Babesh Sharma</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email id: <a href="mailto:ipcharyana@yahoo.com">ipcharyana@yahoo.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mobile No.: +91 79866 46951</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: 0172- 4080482, 4049482</td>
</tr>
<tr>
<td>13.</td>
<td>Tender documents on Website</td>
<td>e-tender (<a href="https://haryanaeprocurement.gov.in">https://haryanaeprocurement.gov.in</a>)</td>
</tr>
<tr>
<td>14.</td>
<td>Method of Selection</td>
<td>Quality and Cost Based System (QCBS) (70:30)</td>
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</table>

**Note:**
1. In case a Central/ State Holiday are declared on any dates as specified above, the event will be held on the next working day at the same time and venue.
2. Bidders must note that bids **received after Project Due Date and time shall be out rightly rejected.**
1. INTRODUCTION

A. Background

A1. Haryana is one of the preferred investment destinations in the country driven by a positive business environment. The State is a thriving economy with fast-paced economic growth and a large consumer base with a high propensity to consume. Among the top 5 States in terms of contribution to exports, Haryana share in Indian exports was 4.37% in 2017-18, a steady increase from the previous year. Strategically located, approximately 2/3\textsuperscript{rd} of Haryana lies in the NCR and 13 districts of Haryana are a part of the NCR. The entire State is within 250 km from New Delhi International Airport.

The Government of Haryana has pro-actively taken steps to ensure ease of doing business in the State. A true pioneer in Ease of Doing Business, Haryana was ranked 1\textsuperscript{st} in North India and 3\textsuperscript{rd} in India in the Ease of Doing Business Ranking Assessment for States and Union Territories in 2017-18, carried out by DIPP, Government of India. The Government of Haryana also set up a Single Window mechanism with statutory backing (HEPC- Haryana Enterprise Promotion Center), simplifying regulatory processes for investors in the State. Further, lucrative and investor-friendly policies offering world-class incentives to investors have been formulated to support investors through their journey of investment. This includes the Enterprise Promotion Policy 2015 as well as several sector-specific policies such as Haryana Textile Policy, Haryana Agri & Food Processing Policy, Haryana IT & ESDM Policy, Haryana Entrepreneurship & Startup Policy etc.

The State not only offers a conducive environment to do business, but also world-class industrial infrastructure and excellent connectivity. With a road network of 26,131 km with 15 national highways crisscrossing through the State, approximately 1,710.49 km long rail routes and 7 domestic and international airports, Haryana has transformed into a well-connected industrial hub. Further, Haryana was ranked 4th in Infrastructure Development Index by CMIE (Central for Monitoring Indian Economy). The upcoming Global Economic Corridors
namely Delhi - Mumbai Industrial Corridor (DMIC), Amritsar Kolkata Industrial Corridor (AKIC) and Kundli-Manesar-Palwal Expressway (KMP) have taken Haryana to the next level of the growth trajectory. Haryana exhibits sectoral strengths across various industrial sectors. Commonly known as the Granary of India, Haryana is a leader in the Agri and Food Processing sector in India, being the 2nd largest contributor of food grains to national pool. The State is also India’s largest Automotive hub, producing 50% of the passenger vehicles, 60% of motorcycles, and 11% of India’s tractor production. Strategic factors such as proximity to market and manufacturing zones making Haryana an obvious choice to setup Retail hubs, Logistics Park and Warehouses. Gurugram is also known as the BPO capital of the world with 5% of Global BPO workforce (highest concentration) and 13% of India’s BPO workforce. A global hub for Textiles manufacturing, Haryana is the 4th largest producer of cotton in the country. With a vast pool of skilled talent, renowned educational institutions and a thriving MSME base, Haryana houses a well-established ecosystem for businesses to flourish in.

The main emphasis of the investment promotion campaign will be on planning, advising, providing consultation, coordination with different authorities, implementation of policies and follow up actions for Industrial Development in the State on the following matters:-

(i) Fiscal incentives for the new Industries and defining of departmental Policies framework for reducing cost of doing business
(ii) Regulatory matters pertaining to various Government Departments/ Organizations aimed at ease of regulatory compliance
(iii) Investor Facilitation and Policy Advocacy
(iv) Creating enterprises eco-system
(v) State promotion campaign and updation of database portal
(vi) Leveraging various schemes of Government of India
(vii) Advise State on the implementation of new schemes launched by GOI for promoting industrialization
Providing system of tracking investments
Implementation of Structural Reforms viz. creation of various Boards/ Committees/ Centers/ Forums etc.
Financial modelling as per the approved framework of the State government to estimate benefits in the proposal seeking special incentives
Any other issues envisaged necessary for Industrial Growth and Investment in the State

A2 The Major Regulatory Departments/ Agencies comprise of the following:-
(i) Environment
(ii) Town & Country Planning
(iii) Urban Local Bodies including Municipal Corporations
(iv) Labour Department
(v) Power Department
(vi) Health Services
(vii) Excise and Taxation
(viii) Food and Supply
(ix) Revenue Department
(x) Industries and Commerce
(xi) Renewable Energy
(xii) PWD (B&R)
(xiii) Public Health Engineering
(xiv) Irrigation
(xv) Legal Meteorology

B. Objectives

The Government has been regularly/actively working to create a conducive investment climate through infrastructure creation, reduced regulations, general facilitation and evolving such policies so as to induce investments in the State. It has been envisioned to position Haryana as a pre-eminent Investment destination and facilitate balanced regional and sustainable development supported by a dynamic governance system, wide scale adoption of innovation & technology, skill development for nurturing entrepreneurship and
generating employment opportunities. Industries & Commerce Department, Haryana in its endeavor to enhance private sector participation in the state, aims to achieve the following:

a) State aims to create the right investment environment in Haryana by effective implementation of policies to enable the growth of industries and commerce, manifold.

b) Create a conducive investment climate through infrastructure development, reduced regulations, general facilitation and evolving such policies so as to induce investments in the state.

c) Assisting in ease of doing business in establishing an effective and efficient institutional framework for speedy clearances of the investment projects through Haryana single window portal,

d) Create Schemes/ Measures for enhancing competitiveness of Industry by cost reduction through Policy framework of the State Government.

e) Draft implementation guidelines for Sectoral policies formulated by the State

2. **Information and instructions to the bidders – General instruction**

**A-DETAIL NOTICE INVITING E-TENDER**

e-Tender is invited for below mentioned items in single stage two cover system i.e. Request for Technical Bid (online Bid under Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):

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<th>#</th>
<th>Information</th>
<th>Details</th>
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<tbody>
<tr>
<td>1</td>
<td>Tender Ref no.</td>
<td>BIPP/KP/02</td>
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<tr>
<td>2</td>
<td>Description of work/items</td>
<td>Appointment of Knowledge Partner for Investment Promotion, Policy Implementation, and Business Climate Reforms Services</td>
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<tr>
<td>3</td>
<td>EMD to be deposited</td>
<td>INR 5,00,000</td>
</tr>
<tr>
<td>4</td>
<td>Tender Document Fee and eService Fee (Rs.)</td>
<td>5000/- (Tender document Fees) and 1000/- (e service fees)</td>
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Under this process, the Pre-qualification/Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT Please refer to ‘Online Payment Guideline’ available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.

2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website https://haryanaeprocurement.gov.in to be eligible to participate in the e-Tender. He / She will be required to make online payment of Rs. 5,00,000/- towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.

3. The interested bidders must remit the funds at least T+2 working day (Transaction day + Two working Day) in advance i.e. on or before (18.11.2018 upto 1700hrs) and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date &
time of the respective events/Tenders at https://haryanaeprocurement.gov.in.

4. The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.5000/- (Rupee Five Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks. The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

Important Note:
1. The Applicants/bidders have to complete Application / Bid Preparation & Submission stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as Applications / bids not submitted.

2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.

3. Applicant/Bidder can rework on his/her bids even after completion of Application/Bid Preparation & submission stage (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

4. In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid: The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid: The bidders shall quote the prices in price bid format under Commercial Bid.
A. GENERAL

2.1 Scope of Proposal

2.1.1. Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2. Bidders are advised that the selection of Knowledge Partner shall be on the basis of an evaluation by DICGOH through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the DICGOH”s decisions are without any right of appeal whatsoever.

2.1.3. The Bidder shall upload its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be uploaded in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with DICGOH.

2.2 Conditions of Eligibility of Bidders

2.2.1 Bidders must read carefully the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Minimum Eligibility Criteria:

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<thead>
<tr>
<th>Criteria</th>
<th>Requirements</th>
<th>Documentary Evidence</th>
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<tr>
<td>Qualification Criteria</td>
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<tr>
<td>Legal Entity</td>
<td>The bidder should be a single Business Entity. (Any kind of consortium is not allowed). For the purpose of this Invitation for RFP</td>
<td>Certificates of Registration/</td>
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</table>
document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or 2013 or a 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, 2018.

<table>
<thead>
<tr>
<th>Financial Capacity</th>
<th>The bidder should have a minimum annual turnover of INR 300 Crore from Indian operations in business consulting services in each of the previous three financial years (FY 15-16, 16-17 and 17-18)</th>
<th>Certificate from statutory auditor/audited financial statements for the three previous financial years. Provide information in Form 3</th>
</tr>
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<tr>
<td>Turnover from Government Consulting Services</td>
<td>The bidder should have a minimum annual turnover of INR 10 Crore from Government/ Public Sector consulting services in India in each of the last 3 financial years (FY 15-16, 16-17 and 17-18)</td>
<td>Certificate from statutory auditor. Provide information in Form 3</td>
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</table>
| Bidder Experience | The bidder should have successfully served as Knowledge Partner with Government of India or any State Government in India in Investment Promotion, Regulatory Simplification, Ease of doing business reforms, institutional strengthening of single window organization/s. Engagement complying with the following shall be considered as an eligible engagement for the purpose of evaluation under this clause:

1. Engagement should have been successfully completed in the last 5 years
2. Duration of the engagement should be for a minimum period of 12 months.
3. Consulting Value for the engagement should be minimum of INR 1 crore (excluding taxes) | Work Order / LoA and Completion Certificate
Provide information in Form 4 |
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<td>Blacklisting</td>
<td>The Bidder should not have been blacklisted by State Government of Haryana or Central Government in the last 3 years</td>
<td>Self-certification. False certification and/or non-disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting in the State of</td>
</tr>
</tbody>
</table>
### Employee Strength
| Minimum 500 employees in consulting division in India. |

### India Presence
| Should have offices in a minimum of 8 cities/regions in India. Regions such as NCR or Mumbai/Navi Mumbai will be counted as 1 location. |

### Global Presence
| Minimum 10 offices outside of India (i.e. USA/ Canada, UK/ Europe, Middle East, Singapore/ Hongkong, and Japan) |

### Consortia/ Tie-Ups/ JVs
| Not permitted |

2.2.3 The Applicant should upload a Power of Attorney, as per the format Appendix III. However, in case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by Company Secretary conveying such authority may be enclosed in lieu of the power of Attorney.

2.2.4 The proposed team who will be making presentation will only be deputed for the assignment and the team members should be regular employee (who is not on contractual employment through a third party in the Organization) of the bidder.

2.3 **Conflict of Interest**

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The team deployed by Knowledge Partner shall not engage in consulting
activities that conflict with the interest of the DICGOH under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. The team engaged for this assignment should not be deployed in similar nature of assignment of any other state. It should be the requirement of the assigned works that the Knowledge Partner should provide professional, objective and impartial advice and at all times hold the DICGOH's interests paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

2.4 Number of Proposals

A Bidder is eligible to submit only one proposal for the Knowledge Partner.

2.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. DICGOH will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:
(a) Made a complete and careful examination of the RFP;
(b) Acknowledged that it does not have a Conflict of Interest; and
(c) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7 Right to reject any or all Proposals

2.7.1. Notwithstanding anything contained in this RFP, the DICGOH reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning
any reasons thereof.

2.7.2. The DICGOH reserves the right to reject any Proposal if:

(a) At any time, a material misrepresentation/unfair means is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the DICGOH, the supplemental information sought by the DICGOH for evaluation of the Proposal.

2.7.3. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the DICGOH reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of the DICGOH including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with Clause 2.10:

RFP
1. Introduction
2. Instructions to Bidders
3. Terms of Reference (TOR)
4. Criteria and Procedure of Evaluation

Schedule Appendices

Appendix-I : Technical Proposal
Form1 : Letter of Proposal
Form 2 : Particulars of the Bidder
Form 3 : Financial Capacity of the Bidder
Form 4 : Project Experience
Form 5 : Write up on Project Conceptual Clarity and Approach
Form 6 : CVs of proposed Team Members
Form 7 : Composition of the Team and Task(s) of Team Members

Appendix –II : Financial Proposal

Form 1 : Financial Proposal

Appendix-III

1. Form of Agreement
2. Form of Bank Guarantee for Performance Security
3. Form of Power of Attorney

2.9 Clarifications

2.9.1. Bidders requiring any clarification on the RFP may send their queries to the DICGOH in writing (by post or e-mail) before the date mentioned in the Schedule of Selection Process at Clause 1.6.

2.9.2. The DICGOH reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the DICGOH to respond to any question or to provide any clarification.

2.10. Amendment / Modification of RFP

2.10.1. At any time prior to the deadline for submission of Proposal, the DICGOH may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Modified RFP / Addendum / Amendment through posting it only on its Website.

2.10.2. All such amendments/modified RFP will be posted only on the Website and shall not be published in any newspaper and will be binding on all Bidders.

2.10.3. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the DICGOH may, in
its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11. Language.

The Proposal with all accompanying documents (the “Documents”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12. Format and signing of Proposal

2.11.1. The Bidder shall provide all the information sought under this RFP. The DICGOH would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.11.2. The Proposal shall be typed and signed by the authorized signatory of the Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by a duly authorized person holding the Power of Attorney (the “Authorized Representative”).

A copy of the Power of Attorney certified under the hands of a director of the Bidder or a notary public on the specified form shall accompany the Proposal.

2.13. Technical Proposal

2.13.1. Bidders shall upload the technical proposal in the formats at Appendix-I (the “Technical Proposal”).
2.13.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that CVs of team members duly signed by the authorized signatory have been submitted;

2.13.3. Failure to comply with the requirements shall make the Proposal liable to be rejected.

2.13.4. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.13.5. The DICGOH reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the DICGOH to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the DICGOH thereunder.

2.13.6. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the DICGOH without the DICGOH being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the DICGOH shall forfeit and appropriate the performance Security and also pre-estimated compensation and damages payable to the DICGOH as mutually agreed for, inter alia, time, cost and effort of the DICGOH without any other right or remedy that may be available to the DICGOH.
2.14. **Financial Proposal**

2.14.1. Bidders shall upload the financial proposal in the format at Appendix-II (the “Financial Proposal”) clearly indicating the total lump-sum cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.14.2. While submitting the Financial Proposal, the Bidder shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses in India. The expenditure involved in lodging, feeding, travelling and other incidental charges during international roadshows would be met by DICGOH as per the norms of Govt. of Haryana. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities including Tax. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

(iii) Costs shall be expressed in INR.

2.15. **Submission of Proposal**
These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

2.15.1. Registration of bidders on e-Procurement Portal:

All the bidders intending to participate in the tender’s process online are required to get registered on the centralized e-Procurement Portal i.e. https://haryanaeprocurement.gov.in. Please visit the website for more details.

2.15.2. Obtaining a Digital Certificate:

a) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

b) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant’s PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website - https://haryanaeprocurement.gov.in.

c) The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

d) The bidder must ensure that he/she comply by the online available important guidelines at the portal https://haryanaeprocurement.gov.in for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

e) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
f) In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate / power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

g) In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

h) The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

2.15.3. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user’s machine is required to be set up. A help file on system setup / Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website https://haryanaeprocurement.gov.in. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

2.15.4. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at https://haryanaeprocurement.gov.in.

2.15.5. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-
2.15.6. **Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

2.15.7. **Online Payment of Tender Fee, EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):**

a) **Online Payment of Tender Fee**

The online payment for Tender fee, & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

b) **Preparation & submission of online applications/bids:**

Detailed Tender documents may be downloaded from e-procurement website (https://haryanaeprocurement.gov.in) and tender mandatorily be submitted online.

**Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ / Technical Envelope:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope. FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

2.15.8. **ASSISTANCE TO THE BIDDERS:**
In case of any query regarding process of e-tenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

**Office Timings of Help-desk support** for Single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Wednesday (from 3:30 pm upto 5:00 pm) of each month.

All queries would require to be registered at our official email-chandigarh@nextenders.com for on-time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk).

**Important Note:**

a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.

b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.

c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

**Schedule for Training:**

<table>
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<tr>
<th>Training workshop will be held on 1st, 2nd Wednesday (from 3:30 pm upto 5:00 pm) of each month at following addresses:</th>
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<tbody>
<tr>
<td>Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, Faridabad Contact no.</td>
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For Support Call – 1800-180-2097, 0172-2582008-009

Haryana e-Procurement Help Desk Office will remain closed on Saturday, Sunday and National Holidays

NOTE: Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal https://haryanaeprocurement.gov.in.

For help manual please refer to the ‘Home Page’ of the e-Procurement website at https://haryanaeprocurement.gov.in, and click on the available link ‘How to...?’ to download the file.

**Guideline for Online Payments in e-tendering**

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department’s page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

A. Debit Card
B. Net Banking
C. RTGS/NEFT

Operative Procedures for Bidder Payments

**A. Debit Card**

The procedure for paying through Debit Card will be as follows:

i. Bidder selects Debit Card option in e-Procurement portal.
ii. The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
iii. Bidder clicks on “Continue” button.
iv. The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
v. Bidder enters card credentials and confirms payment.
vi. The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
vii. The page is automatically routed back to e-Procurement portal.
viii. The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
ix. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B. Net Banking

The procedure for paying through Net Banking will be as follows.

i. Bidder selects Net Banking option in e-Procurement portal.
ii. The e-Procurement portal displays the amount to be paid by bidder.
iii. Bidder clicks on “Continue” button.
iv. The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks.
v. Bidder chooses his / her Bank.
vi. The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank.
vii. Bidder enters his account credentials and confirms payment.
viii. The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
ix. The page is automatically routed back to e-Procurement portal.
x. The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
xii. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.
C. RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.

ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.

iii. Each challan shall therefore include the following details that will be pre-populated:
   - Beneficiary account no: (unique alphanumeric code for e-tendering)
   - Beneficiary IFSC Code:
   - Amount:
   - Beneficiary bank branch:
   - Beneficiary name:

iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

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<th>#</th>
<th>Scenario</th>
<th>Do's / Don'ts</th>
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<tr>
<td>1</td>
<td>In the event of making</td>
<td>Do's</td>
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# Scenario
Do's / Don'ts

1. In the event of making

Do's
| Payment through NEFT/RTGS | • It is the bidder’s responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan which are:  
1. Beneficiary account no: <client code> + <random number>  
2. Beneficiary IFSC Code: As prescribed by ICICI Bank (this shall remain same across all tenders)  
3. Amount: As mentioned on the challan. It is specific for every tender/transaction  
4. Beneficiary bank branch: ICICI Bank Ltd, CMS  
5. Beneficiary name: As per the challan  
• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders.  
EMD  
• It is advised that all the bidders make payment via RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parties are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender  
• Bidder has to make only single payment against a challan as per the amount mentioned on the challan.  
• Bidder must do the payment before tender validity gets expired  
**Don’ts**  
• Bidder should not enter erroneous details while filling the NEFT/RTGS form at their bank. The following possibilities may arise: |


1. Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account

2. Incorrect Beneficiary account number mentioned (<client code> + <random number>):- a) In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.

3. Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder’s account. In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate.

- Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination.

- Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder.

- Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder

In the event of making Payment through OTC

**Do’s**

- It is the bidder’s responsibility to ensure that OTC payments are made to the exact details as mentioned in the challan which are: Beneficiary account no: <client code> + <random number> Amount: As mentioned on the challan It is specific for every tender/transaction
Beneficiary name: As per the challan Bidder has to make only single payment against a challan as per the amount mentioned on the challan

- Bidder must do the payment before tender validity gets expired
- Bidder needs to mandatorily upload the scan copy of the payment receipt issued by ICICI Bank, in Nextender Portal before submitting the Tender

**Don’ts**

- If the bidding amount is greater than Rs. 49,999, then Bidder should not make payment in cash. In this case, Bidder should pay via Demand Draft/ICICI Bank Cheque
- It is bidder’s responsibility to ensure that Demand draft should be valid and should not have discrepancies such as signature not found, stale DD, mutilated, material alteration, favouring third party etc., In the event of Demand Draft returned by bidder’s Bank on account of such discrepancies, ICICI Bank shall ensure that such communication is sent to the Client within 3 days from the date of rejection by the Bidder’s Bank
- For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders’ EMD

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**2.16. Proposal Due Date**

2.16.1. As per Document Control / Data Sheet.

2.16.2. The DICGOH may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum in accordance with Clause 2.10.

**2.17. Late Proposals**
Proposals received by the DICGOH after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.18. Modification/ substitution/ withdrawal of Proposals

No Proposal shall be modified, substituted, or withdrawn by the Bidder after its submission.

2.19. Earnest Money Deposit (EMD)

2.19.1. An EMD of Rs.5,00,000 as per Instruction to Bidders on e-Tender.
2.19.2. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
2.19.3. No bank guarantee will be accepted in lieu of the earnest money deposit.
2.19.4. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.
2.19.5. The EMD shall be forfeited by the Employer in the following events:
   (a) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
   (b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
   (c) If the Bidder tries to influence the evaluation process.
   (d) If the lowest quoted bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).

D. EVALUATION PROCESS

2.20. Evaluation of Proposals

2.20.1. The DICGOH shall open the Proposals on the Proposal Due Date, and in the presence of the Bidders who choose to attend. The envelopes
marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

2.20.2. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.

2.20.3. Prior to evaluation of Proposals, the DICGOH will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

(a) It is received in the form specified at Appendix-I (Technical Proposal);
(b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;
(c) It is accompanied by the EMD as specified in Clause 2.19.1.
(d) It is accompanied by the Power of Attorney as specified in Clause 2.2.3;
(e) It contains all the information (complete in all respects) as requested in the RFP;
(f) It does not contain any condition or qualification; and
(g) It contains documentary evidence for experience in related projects viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company as per para 4.1
(h) It is non-responsive in terms hereof.

2.20.4. The DICGOH reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the DICGOH in respect of such Proposals.

2.20.5. The DICGOH would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 4 of this RFP.

2.20.6. After the technical evaluation, the DICGOH would prepare a list of shortlisted Bidders for opening of their Financial Proposal, who would
be communicated by E-mail/Fax/Phone. The opening of Financial Proposals shall be done in presence of representatives of Bidders who choose to be present. The DICGOH will not entertain any query or clarification from Bidders who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 4.3 and 4.4.

2.20.7. Bidders are advised that Selection will be entirely at the discretion of the DICGOH. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.20.8. Any information contained in the Proposal shall not in any way be construed as binding on the DICGOH its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

2.21. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the DICGOH in relation to or matters arising out of, or concerning the Selection Process. The DICGOH will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The DICGOH may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the DICGOH.

2.22. Clarifications

2.21.1. To facilitate evaluation of Proposals, the DICGOH may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the
DICGOH for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.2. If a Bidder does not provide clarifications sought under Sub-Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the DICGOH may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the DICGOH.

E. APPOINTMENT OF KNOWLEDGE PARTNER

2.22. Selected Bidder

The first ranked Bidder (the “Selected Bidder”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, deployment of Key Personnel, methodology and quality of the work plan.

2.23. Substitution of Key Personnel

See clause 2.28.2

2.24. Indemnity

The knowledge Partner will indemnify DICGOH for any direct loss or damage that is caused due to the knowledge Partner’s fraud, willful misconduct, gross negligence, breach of confidentiality or breach of third party intellectual property right or in the performance of the services. The maximum indemnification by the Consultant to the Department shall be to the extent of equivalent of Total Professional Fee or Contract fee in favour of the Department.

2.25. Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued by the
DICGOH to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LOA accept the same. In the event of non-receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, the DICGOH may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.

2.26. Performance Security

Upon receipt of Letter of Award (LOA) from the DICGOH the successful Bidder shall furnish the Performance Security of an amount equal to 10% of the fee by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form. The Performance Security shall be valid for six months beyond the agreement period and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry, if required. The performance security shall remain valid at least till the expiry of the contract period. If the selector bidder fails to submit the performance security within stipulated time the EMD shall be forfeited.

2.27. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder and submission of performance security, it shall execute the Agreement within a fortnight from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to sign the Agreement within the stipulated time, his performance security shall be forfeited and Appropriated by the DICGOH. In such an event, the DICGOH may invite the Next Ranked Bidder for negotiations and may issue LOA to him.
2.28. **Penalty Clause:**

2.28.1. **Delay in Deliverables:** If the progress of assignment is found to be non-satisfactory or delayed at any point of time, DICGOH reserves the right to impose penalty @5% of quarterly payment for each default. The sum total amount of all unpaid and paid penalties shall not exceed 10% of total assignment fee. The DICGOH reserves the right to recover any dues payable by the selected Bidder / penalties from any amount outstanding to the credit of the selected bidder, including the pending bills and/or revoking the bank guarantee under this contract.

2.28.2. **Substitution of Key Personnel:** DICGOH will not allow any request of the Selected Bidder for substitution of Key Personnel for two years i.e. Project Manager, Module Leaders and Support Consultants. However, substitution may be permitted in case of unavailability of Support Consultant for reasons of resignation or medical condition, subject to equally or better qualified and experienced personnel being provided to the satisfaction of DICGOH. Replacement which is not approved by DICGOH will attract penalty of 5% of the quarter’s fee in which personnel in not available. In case of Medical condition a Medical Certificate from a Government Hospital with an approval of competent authority will be required. In case of resignation only two substitutions will be allowed (with an approval of competent authority) in two years at the level of Support Consultants only.

F. **FORCE MAJEURE**

2.29. **Definition**

(a) For the purposes of this assignment, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or
other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.30. Breach of Agreement

(d) The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

(e) Material breach of Agreement shall mean not submitting any deliverable as mentioned in clause 3.5 and not rectifying the default within 30 days of being notified about the default.

2.31. Measures to be taken

(f) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

(g) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event,
and shall similarly give notice of the restoration of normal conditions as soon as possible.

(h) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.32. **Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Knowledge Partner shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the DICGOH. The Consultant will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by the DICGOH. The decision of DICGOH regarding such payments will be final.

2.33. **Consultation**

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.34. **Suspension of Agreement**

The DICGOH may, by written notice of suspension to the Knowledge Partner, without any obligation (financial or otherwise) suspends all the payments to the Knowledge Partner hereunder if the Knowledge Partner shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Knowledge Partner to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Knowledge Partner of such notice of suspension.
2.35. **Termination of Agreement**

DICGOH may terminate the contract in whole or part without assigning any reason if:

2.35.1. The qualified Bidder fails to perform any of the obligation(s) under the Contract.

2.35.2. If the Bidder is in material breach of the agreement.

The termination of contract shall be made by prior written notice of default sent to the Bidder.

G. **DISPUTES RESOLUTION**

2.36. **Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

2.37. **Arbitration**

In case the dispute is not resolved as indicated in Clause 2.37, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of
three arbitrators, one arbitrator to be appointed by DICGOH and other appointed by Knowledge Partner and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Chandigarh and following are agreed:

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.
## Knowledge Partner’s Personnel

### 2.38. Team Composition
The team for all the modules will comprise of the following seniority of resources.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Position</th>
<th>Key Personnel</th>
<th>No. of personnel required</th>
<th>Deployment type</th>
</tr>
</thead>
</table>
| 1      | Project Manager                       | Post Graduate(Commerce / Economics) with 60% marks and / or MBA with minimum 10 years of total experience. Having:  
  a. At-least 5 years of Government Consulting experience 
  b. At-least 3 years of experience in Investment Promotion, Regulatory, Policy 
  c. Lead/ is leading long term investment promotion projects for at least 2 States in the last 5 years | 1                         | Full time at Authority’s office in Chandigarh |
| 2      | Module Lead/ Senior Consultant Ease of Doing Business (EoDB) | Post Graduate (Commerce / Economics) with 60% marks and / or MBA with minimum 7 years of total experience:  
  a. At-least 2 years of experience in EoDB, Regulatory Reforms.  
  b. Worked as a Consultant / Module Lead on EoDB | 1                         | Full time at Authority’s office in Chandigarh |
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Support Consultants— Ease of Doing Business (EoDB)</td>
<td>2</td>
</tr>
</tbody>
</table>
|   | Post Graduate (Commerce / Economics) with 60% marks and / or MBA with minimum 3 years of total experience:  
   a. Having worked as Support Consultant on at-least one assignment related to Ease of Doing Business and regulatory simplification. |   |
| 4 | Module Lead / Senior Consultant (Investment Promotion, Policy Formulation / Financial Modeling) | 1 |
|   | Post Graduate (Commerce / Economics) with 60% marks and / or MBA with minimum 7 years of total experience:  
   a. Minimum 3 years’ experience in Manufacturing Industry or providing consultancy services in Manufacturing Sector  
   b. Minimum 2 years’ experience in Investment Promotion, conducting roadshows, content development, Private Sector Development etc.  
   c. Consultant to have exposure of full lifecycle investment promotion from lead generation to |   |

Full time at Authority’s office in Chandigarh

Full time at Department’s office situated in Delhi
<table>
<thead>
<tr>
<th>No.</th>
<th>Position</th>
<th>Qualification</th>
<th>Experience Details</th>
<th>Full-time Status</th>
</tr>
</thead>
</table>
| 5   | Support Consultant - (Investment Promotion, Policy Formulation / Financial Modeling) | Post Graduate (Commerce / Economics) with 60% marks and / or MBA with minimum 3 years of total experience.  
   a. Having worked as Support Consultant on at-least one assignment related to Investment Promotion, Policy formulation, Private Sector Development etc. | 1  
   Full time at Authority’s office in Chandigarh |
on at-leaste one assignment related to Business Process re-engineering, ICT enablement, Single Window System.

|   | Support Consultant - (Singe Window System) | Post Graduate (Commerce / Economics) with 60% marks and / or MBA with minimum 3 years of total experience.  
|   |                                           | a. Support Consultant should have experience in working with State/Central Government. At least one assignment with State / Central Government in the field of Investor Handholding, Investment Promotion and Investment facilitation.  
|   |                                           | b. Additionally, the Consultant should have a deep understanding of one of the focus sectors as defined under EPP-2015 such as Agro FP, Logistic, Warehouse & Retails, Pharma, Automotive etc.  
|   |                                           | 1 | Full time at Authority’s office in Chandigarh

| Total Resources | 9 |
i. All resources shall be deployed full time at client site.

ii. Resources proposed for single window system to be deployed in HEPC – Haryana Enterprise Promotion Centre office at Panchkula.

iii. One of the resource proposed for Investment Promotion shall be deployed in BIPP office Delhi.

iv. Proposed Project Manager, Senior Consultants / Module Leads shall have worked on direct company payrolls for a period of at-least 2 years from the date of submission.

v. The entire team should be on-boarded within 3 weeks of award of contract and report to Director of Industries and Commerce, Haryana- cum-Chief Coordinator, BIPP, Haryana, Chandigarh.

vi. If at any point in time, the Government of Haryana feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 4 weeks.

vii. The team will be dedicated to work with the department and sharing of resources will be not allowed with any other project/ assignment.

viii. The proposed resources should be pass outs from State/Central Government institutes or reputed private Institutes recognized by AICTE/NBA/ NAAC/ UGC/ AACSB/ EQUIS/ AMBA or any such similar accreditation agencies.

ix. The companies shall give their quotation indicating rates of per consultant, per man month so that subsequent addition/deletion can be effected as per the requirement. For the purpose of conducting Investment Summit or any other related assignment organized by the department/other departments of GoHR, where additional manpower is required, the same may be deployed at the Man-month rates provided by the bidder.
2.39. **Duration of Service**

The Project duration will be 24 months.

The duration of the project may be extended for up to 12 months beyond the specified time period. The same will be communicated in written to the consultant and be mutually agreed upon. The financial implication for the extension will be calculated on a pro-rated basis based on the Fee quoted for this assignment with a provision of 10% year-on-year increase in cost.
I. MISCELLANEOUS

2.40. This agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Chandigarh shall have exclusive jurisdiction over matters arising out of or relating to this agreement.

2.41. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.42. The DICGOH, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

2.42.1. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;  
2.42.2. consult with any Bidder in order to receive clarification or further information;  
2.42.3. retain any information and/or evidence submitted to the DICGOH by, on behalf of and/or in relation to any Bidder; and/or  
2.42.4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

2.43. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the DICGOH, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future. It is clarified that compensation shall be binding to both the parties under the Arbitration & Reconciliation Act, 1996
J. **PAYMENT TO SELECTED BIDDER**

The payment of fee shall be made as under:

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Stage</th>
<th>Percentage of fee Quoted</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Mobilization</td>
<td>10%</td>
</tr>
<tr>
<td>II.</td>
<td>Quarterly Payments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Eight (8) quarterly payments of 10% each will be paid during the assignment period of 24 months.</td>
<td>80%</td>
</tr>
<tr>
<td>III</td>
<td>Completion of the assignment</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>100%</td>
</tr>
</tbody>
</table>

1. Extension of Scope of Work – payment for any additional work beyond 24 months will be paid on pro data basis for quarterly payments as mutually agreed by both parties.
3. TERMS OF REFERENCE (TOR) FOR SELECTION OF KNOWLEDGE PARTNER

3.1. Background

The Industries & Commerce Department, Government of Haryana, (herein referred to as “Department”) is responsible for the development of industrial sector in the State. It functions as the nodal department to promote enterprises and to facilitate the entrepreneurs in setting up of Industries in the State. The role of the department is promotional and that of a motivator/ facilitator/ coordinator. In its endeavor to facilitate potential entrepreneurs for making investments in the State of Haryana, the department renders advice regarding availability of land, procedure for allotment of land, conversion of land use, incentives and concessions available to the industry, pollution control and other clearances required and facilities available from other Government departments / agencies, having major interface with the industry for updating & facilitating entrepreneurs about available facilities & statutory requirements etc. It is also the nodal department of the State for implementation of Central Government policies relating to the manufacturing and commerce. To that end, it is responsible for provision of a policy framework, facilitation and advisory services for ease of doing/ starting businesses drive the industrial infrastructure development for provision of developed land for the industrial ventures and coordinates with various related government departments/ organizations for various clearances and enforcement of the regulatory requirements.

Department of Industries, Government of Haryana has released “Enterprises Promotion Policy 2015” and subsequently sector policies such as Food Processing, IT and ESDM, Startup, etc. that encapsulates mechanism to fast track Industrial growth by setting up of new industries and assistance to existing industries. It is envisioned that the new industrial policy will catalyze Haryana's Position as a pre-eminent Investment destination and facilitate balanced regional and sustainable development supported by a dynamic governance system, wide scale adoption of innovation & technology, and skill
development for nurturing entrepreneurship and generating employment opportunities. The Foundation Pillars of New Industrial Policy are:

i) Ease of Doing Business

ii) Enhancing competitiveness of the Industry by reducing cost of doing business;

iii) Balanced Regional Growth through geographical dispersal of industries:

iv) Implementation structures/mechanism to ensure monitoring and implementation of policy along with the promotion, outreach, grievance redressal and constant engagement with the industry.

The administrative set up consists of a directorate that is located in Chandigarh that serves as the head-quarters and a network of District Industries Centers and Quality Marking Centers located across the State of Haryana.

Government of Haryana has recognized the need for proactive measures to promote private sector investments in the State. In this context, it is keenly looking at adopting innovative strategies to improve its image as a preferential investment destination by pursuing investment promotion, policy reforms, institutional strengthening, improving business regulatory environment and ease of doing business on one hand and targeted investor outreach and marketing on the other. It is in this backdrop that it desires to engage strategic knowledge partner for the state which would involve in delivering the tasks mentioned in this RFP.

3.2. Objective

The Government has been regularly/actively working to create a conducive investment climate through infrastructure creation, reduced regulations, general facilitation and evolving such policies so as to induce investments in the State. Industries & Commerce Department, Haryana in its endeavor to enhance private sector participation in the state, aims to achieve the following:
a) State aims to create the right investment environment in Haryana by effective implementation of policies to enable the growth of industries and commerce, manifold.

b) Implement an effective Investment Promotion and Facilitation strategy

c) Create a conducive investment climate through infrastructure development, reduced regulations, general facilitation and evolving such policies so as to induce investments in the State.

d) Assisting in establishing an effective and efficient institutional framework for speedy clearance of the investment projects

3.3. Scope of Work

The broad objective of the selecting a Consultant as a Knowledge partner is to develop an Investment promotion strategy depending upon the inherent strengths of the State, Policy reforms, assistance in implementation of Industrial / Sector policies identifying and implementing structural reforms/ implementation mechanism/ framework, facilitating issuance of notifications etc. program & action plan for the State to Build “Brand Haryana” in the Country. In this context, the Consultant selected through this bid will be required to carry on the work assigned as per the scope defined below in this RFP. A cross country mapping for targeted approach covering of all aspects of investment for the State relating to Investment Promotion thereby optimizing or defining the role out of the implementation mechanism there out. The broader Scope of Work would include, but be not limited to the following:

a) Identification of gaps in existing system, interdepartmental coordination along with support to officers of Industries & Commerce Department – Government of Haryana, devise implementation mechanism and preparation of schemes along with necessary documentation to fast-track institutionalization of Sector Policies
b) Undertaking a study regarding implementation of various measures under the Policy and the required structural reforms;

c) Content Development and support including brochures, sectoral reports, speeches/talking points, background/research papers, presentations, audio-visual films etc. apart from general support during various meetings/visits etc.

d) Assistance in conducting Roadshows, domestic/international visits, Sectoral conferences, etc.

e) Assisting in framing laws, rules, amendments in the Acts/ Rules and notifications etc.

3.3.1. Assist the State in implementation of Sector Policies

a) Define a broad based Action plan for implementation of policy procedures – structures and guidelines/rules etc.

b) Provide Policy implementation Advocacy in sync with the mission spelled out in the policy

c) Develop & Define the means for monitoring & follow up/track progress of compliances under the Policy

3.3.2. Policy framework reforms:

Assist in successful implementation of all policy related aspect, preparation of order, memos, single window act, Government Reports, etc. and making necessary corrections for removing the bottle necks identified during implementation of Enterprises Promotion Policy 2015.

3.3.3. Ease of Doing Business reforms:

a) Study domestic and international best practices in ease of doing business. (e.g. AP, Telangana, Singapore etc.) which is rated best on ease of doing business should be included). Post comparative, key actionable points for implementation in Haryana to be suggested and create roadmap for implementation.
b) Develop a business simplification action plan with a set of time bound reform actions to reduce the time and cost of doing business for priority regulations/business procedures.

c) Provide hands on reform implementation support including assistance in drafting and preparation of memos and follow up action (for e.g. assistance in drafting of amendments, notifications, administrative orders, etc.), and effective dissemination (across districts and across states/globally) along with industry associations.

d) Undertake a detailed Business process study and recommendations for each regulatory agency.

e) Suggest improvements in the existing in Single Window system as defined under BRAP released by DIPP.

3.3.4. Institutional Capacity Building

a) Developing strategy for institutional reforms and capacity building

b) Map best practices globally/ nationally for institutional transformation and capacity building

c) Organizing workshops/ seminars/ conferences to impart trainings to various stake holders identified by the authority at the beginning of the project.

d) Development of impact assessment framework, definition of milestones and monitoring & evaluation plan.

e) Suggest improvements in existing institutional capacities to deliver services to investor

f) Build capacity via training sessions and workshops amongst officers at GoH to implement the “Key Account Management” approach

g) Handhold nodal officers in GoH to deliver a better “Investor relationship management” experience
3.3.5. **Content Development and Road Shows for Investment Promotion**

a) Develop the investment promotion content for Haryana for focus sectors across its focus sectors 1) ESDM, IT and ITeS, 2) Auto & Engineering 3) Garment/textile 4) Agro and food Processing 5) Automotive 6) Textiles and the other emerging sectors identified from time to time. Work with Authority to create a company focuses contact strategy and action plan to reach the targeted investors and to promote Haryana as a business location.

b) Identify global, international, national conferences in focus sectors and plan visits to the identified events;

c) Preparation of event calendar and action plan for participation in Investment Promotion Events organized by Industry Associations

d) Preparation of presentations, talking points, speeches, press briefs etc. required for participation in investment promotion events.

e) Assist the state to participate in multi-lateral forums, trade fairs and conferences; collaborate with global embassies, chambers of commerce and business councils.

f) Produce a slide presentation for potential investors highlighting its specific strengths and opportunities in a context that is readily understandable for potential investors to promote Haryana as a business location.

g) Identify and prioritize the key threats and weaknesses in each sub-sector that render it relatively unattractive.

h) Work with BIPP, New Delhi for tracking investment, handling queries, conversion of enquiries to commitment and arranging regular meeting with the industrial associations.

3.3.6. **Financial Modeling of Investment Proposals received by the State**

a) The Knowledge Partner team shall assist in devising a mechanism to reimburse SGST to eligible Industries

b) Assistance in further development of Financial Model developed
by the State for disbursement of incentives

c) Assistance in conducting cost benefit analysis of the investment proposals applying Financial Model developed by the State

3.3.7. Strengthening of Single Roof System - HEPC

a) Assistance in streamlining/defining the processes in Haryana Enterprises Promotion Center - HEPC (Single Roof System):
b) Automation of Services under the ambit of HEPC
c) Conduct BPR study of processes and diagnose the same in line with BRAP (ease of doing business recommendations by DIPP)
d) System Integration with other departments for optimum utilization of existing systems
e) Monitoring and regular reporting on the status of Common Application form (CAFs)
f) Design a robust MIS dashboard, investor tracking system and reporting mechanism for the HEPC review meetings

3.4. SLAs - Deliverables & Timeline

The time period of the assignment is 24 months from the date of award of the contract. The SLAs for the knowledge partner for this duration will be as follows:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Work products / Milestones</th>
<th>Time Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Start date</td>
<td>T</td>
</tr>
<tr>
<td>2.</td>
<td>Policy Implementation:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Development of Rules of all notified policies</td>
<td>T + 3 months</td>
</tr>
<tr>
<td></td>
<td>Development of Rules of all notified policies</td>
<td>T + 5 months</td>
</tr>
<tr>
<td>3.</td>
<td>Ease of Doing Business:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Implementation of BRAP within the timeframe provided</td>
<td>T + 24 months</td>
</tr>
<tr>
<td>4.</td>
<td>Single Window System:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complete Automation of Services including</td>
<td>T + 3 months</td>
</tr>
</tbody>
</table>
5. **Capacity Building:**

- Organize 10 capacity building workshops at HQ / District level

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>CRITERIA</th>
<th>MAXIMUM MARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Relevant Project Experience:</td>
<td>45 Marks</td>
</tr>
</tbody>
</table>

i) Day Zero shall be 7th day after date of execution of Agreement.

ii) The timeline and definition of Deliverables can vary as per the action plan to be defined by the Knowledge Partner. The Consultant shall hand over soft copies and 1 set of hard copies of all the deliverables of the assignment as per timeline, which will be the property of Authority.

iii) To carry out its work smoothly and delivering as per mentioned time line above the Consultant shall have full support and cooperation from Government of Haryana in terms of prompt feedback, timely review of deliverables, sending of communications to investors, delegations and other stakeholders as required for the success of the Campaign (from the Chief Minister’s Office including PSCM, Chief Secretary’s Office, Principal Secretary Industries” and HSIIDC”s office and any other relevant/stakeholder Government department and offices as may be applicable)

4. **CRITERIA AND PROCEDURE OF EVALUATION**

4.1. Evaluation criteria for Technical Proposal

Evaluation of the qualified bidders shall be done based on the following Evaluation Criteria:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>CRITERIA</th>
<th>MAXIMUM MARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Relevant Project Experience:</td>
<td>45 Marks</td>
</tr>
<tr>
<td>1.1</td>
<td>Experience as Knowledge Partner in delivering Investment Promotion, Private Sector Development assignments</td>
<td>16 Marks</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>1.1.1</td>
<td>Experience of working on engagements with State Governments in the domain of Investment Promotion / Private Sector Development with a consulting fee of at-least INR 1 Cr. (excluding taxes) in last 5 years.</td>
<td></td>
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<tr>
<td></td>
<td>4 marks each project subject to maximum of 16 marks</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Ease of Doing Business – EoDB / BRAP / Regulatory Reform</td>
<td>19 Marks</td>
</tr>
<tr>
<td>1.2.2</td>
<td>Experience of working on EoDB assignments in last 5 years with top Achievers/Achievers States having a feedback score of more than 80% as per the BRAP assessment of 2017-18 published by DIPP. The duration of the engagement should be at-least 6 months. (Total 9 marks)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ 3 marks per State subject to maximum of 9 marks</td>
<td></td>
</tr>
<tr>
<td>1.2.3</td>
<td>Experience of working on engagements of duration of at least six months (per project) with DIPP or Other ministries of GoI in the domain of Ease of Doing Business / regulatory reforms in last 5 years. (Total 10 marks)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ 1 Project = 5 marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ 2 Projects = 10 marks</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Policy Formulation and / or Implementation</td>
<td>10 Marks</td>
</tr>
<tr>
<td>1.3.1</td>
<td>Experience of working with State Governments in Policy formulation and / or implementation for a period of at-least Six months in last 5 years (Total 10 marks)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Relevant Project/s establishing a duration of Six months = 5 marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Relevant Project/s establishing a duration of One year = 10 marks</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Qualification of Team Leader &amp; other Team Members</td>
<td>40 Marks</td>
</tr>
<tr>
<td>2.1</td>
<td>Project Manager – Total marks 12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ At-least 5 years of Government Consulting experience - 3 marks</td>
<td>12 Marks</td>
</tr>
<tr>
<td></td>
<td>▪ At-least 3 years of experience in Investment Promotion, Regulatory Policy - 5 marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Led long term investment promotion projects for at least 2 States in the last 5 years – 4 Marks (2 marks per State)</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Module Lead / Consultant Ease of Doing Business (EoDB) – Total 6 Marks</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>At-least 2 years of experience in EoDB, Regulatory Reforms. – 2 marks</td>
<td>6 Marks</td>
</tr>
<tr>
<td>b.</td>
<td>Worked as a Consultant / Module Lead in last 5 years in EoDB with two of the top Achievers/Achievers States having a feedback score of more than 80%as per the BRAP rankings of 2017-18published by DIPP – 4 marks (2 marks per State)</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Support Consultants – Ease of Doing Business (EoDB) – Total Marks – 2 marks</td>
<td>4 Marks</td>
</tr>
</tbody>
</table>
a. Having worked as Support Consultant on at-least one assignment related to Ease of doing Business and regulatory simplification. – 2 marks

Required 2 Support Consultants = 2 marks each

<table>
<thead>
<tr>
<th>2.4</th>
<th>Module Lead / Senior Consultant (Investment Promotion, Policy Formulation / Financial Modeling) – Total 6 Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Minimum 3 years’ experience in Manufacturing Industry or providing Consultancy services in Manufacturing Sector – 4 marks</td>
</tr>
<tr>
<td></td>
<td>b. Minimum 2 years’ experience in Investment Promotion, conducting roadshows, content development, Private Sector Development etc. – 2 marks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.5</th>
<th>Support Consultant - (Investment Promotion, Policy Formulation / Financial Modeling) – Total 2 marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Having worked as Support Consultant on at-least one assignment related to Investment Promotion, Policy formulation, Private Sector Development etc. – 2 marks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.6</th>
<th>Module Lead / Senior Consultant (Single Window System) – Total 6 Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Minimum 2 years’ experience in project/s pertaining to strengthening / implementation of Single Window System – 4 marks</td>
</tr>
<tr>
<td></td>
<td>b. At-least one project in monitoring dashboards Business Process Re-engineering and ICT enablement &amp; automation and data analytics – 2 marks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.7</th>
<th>Support Consultant - (Single Window System) – Total 2 marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Having worked as Support Consultant on at-least one assignment related to Single Window System / monitoring dashboards Business Process Re-engineering and ICT enablement &amp; automation and data analytics. – 2 marks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.8</th>
<th>Support Consultant - (Single Window System) – Total 2 marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Having worked as Support Consultant on at-least one assignment with State / Central Government in the field of Investor Handholding, Investment Promotion and Investment facilitation. The Consultant should have a deep understanding of one of the focus sectors as defined under EPP-2015. – 2 marks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
<th>Conceptual Clarity and Approach &amp; Methodology – 10 marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Presentation – 5 marks</td>
</tr>
<tr>
<td>5</td>
<td>TOTAL – 2 marks</td>
</tr>
</tbody>
</table>

**Note:**

i. Credentials used for obtaining marks in a criterion (except eligibility criteria) shall not be used to obtain marks in other sections of evaluation criteria i.e. all credentials should be exclusively provided in order to avoid duplication of marking.

ii. The Proposed team should be present at the time of presentation and Project Manager shall make the presentation

**4.2. Evaluation of Technical Proposal**

1. The minimum Technical Qualification score for the bidder to be qualified is 60% for opening of Financial Bid.
2. The Bidder shall be selected on the basis of QCBS Method, 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 their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

4.3 Evaluation of Financial Proposal

4.3.1 In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score(SF).

4.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

4.3.3 The DICGOH will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

\[ SF = 100 \times \frac{FM}{F} \]  
(F = amount of Financial Proposal of the applicant)

4.4 Combined and Final Evaluation

4.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

\[ S = ST \times 0.70 + SF \times 0.30 \]

Where S is the combined score.

4.4.2 The Selected Bidder shall be the First Ranked Bidder (having the highest combined score). The Next Ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws, or fails to comply with the requirements specified in this document.
TECHNICAL PROPOSAL

APPENDIX-I

(See Clause 2.1.3)

Form-1
Letter of Proposal
(On Bidder's letterhead)

The Chief Executive Officer –cum-
Director of Industries and Commerce, Haryana, First
Floor, 30 Bays Building, Sector-17 C,
Chandigarh-160017

Sub: Selection of Knowledge Partner for Investment Promotion, Policy
Implementation, and Business Climate Reforms Services

Dear Sir,

1. With reference to your RFP document dated.........., we, having
examined the Bidding Documents and understood their contents,
hereby submit our Proposal for the aforesaid Assignment. This
proposal is unconditional.

2. All information provided in the Proposal and in the Appendices is true
and correct.

3. This statement is made for the express purpose of qualifying as a
Bidder for undertaking the Assignment.

4. We shall make available to the DICGOH any additional information it
may find necessary or require to supplement or authenticate the Bid.

5. We acknowledge the right of the DICGOH to reject our Proposal
without assigning any reason or otherwise and hereby waive our right
to challenge the same on any account whatsoever.

6. We certify that in the last three years, we have neither failed to perform
on any contract, as evidenced by imposition of a penalty or a judicial
pronouncement or arbitration award, nor been expelled from any
project or contract nor have had any contract terminated for breach on
our part.
7. We declare that:
   a. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the DICGOH.
   b. We do not have any conflict of interest in accordance the RFP document;
   c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the DICGOH or any other public sector enterprise or any government, Central or State; and
   d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.

9. We declare that we are not a Member of any other firm submitting a Proposal for the Assignment.

10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any
agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. We certify that we have not barred by any State/ Central Government of India or any entity controlled by them from participating in any project, and if the bar subsists on the date of proposal we will not be eligible to submit the proposal.

13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/employees.

14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the DICGOH of the same immediately.

15. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DICGOH in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof.

16. In the event of our being declared as the successful Bidder, We agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

17. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DICGOH or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
18. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.

19. We offer an EMD of Rs. 5,00,000/- (Five Lakhs only) to the DICGOH in accordance with the RFP Document.

20. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.

21. We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.

22. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized signatory)
(Name and designation of the Authorized signatory)
Name and seal of Bidder

Date: -
Place: -
## Appendix I

**Form 2**

**Particulars of Bidders**

1. Name of the Company:
2. Registered Office:
3. Date of Incorporation:
4. Constitution of the Bidder Company:
5. Core business activities:
6. Experience in consultancy services (years) with proof:
7. Date of first assignment:
8. World wide presence:
9. Presence in India:
10. Total no. of employees:
11. No. of employees in consultancy services:
12. Details of main branches:
13. Details of contact persons:
14. Any other details:

Name:
Designation:
Contact tel. No. :
Mobile no.:
Fax no.:
Email ID
Postal address:

(Signature of Authorized signatory)
Form-3  
Financial Capacity of the Bidder  
(Refer Clause 2.2.2)

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Rupees in Crores</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015-16</td>
</tr>
<tr>
<td>Annual Turnover from Indian Operations in Consulting Services</td>
<td></td>
</tr>
<tr>
<td>Average Turnover for 3 year</td>
<td></td>
</tr>
<tr>
<td>Annual Turnover from Indian Operations in Government Consulting Services</td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Authorized signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant
## Form 4 Project Experience Format

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location within Country:</td>
<td>Professional Staff Provided by the Firm:</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Staff:</td>
</tr>
<tr>
<td>Start Date (Mon/YYYY):</td>
<td>Completion Date (Mon/YYYY):</td>
</tr>
<tr>
<td></td>
<td>Approx. Value of Services:</td>
</tr>
</tbody>
</table>

Name of Senior Staff (Project Director/Co-ordinator, Team Leader) Involved and Functions Performed:

- 

Detailed Narrative Description of Project:

- 

Detailed Narrative Description of Project:

- 

**Note**: Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company to be enclosed in support of projects. Only those projects will be considered for eligibility and evaluation which complies clause 2.2.2 of RfP.
Form– 5 Write up on Project Conceptual Clarity and Approach

In this write up the firm should propose the following:-

- Understanding of the project,
- Action plan it intends to follow
- Matrix of staff deployment as per timeline & Mobilization of extra resources
- Deliverables and their timeline,
- Value addition proposed for the assignment.

The practical difficulties and obstacles which can possibly arise during the course of assignment and how to address them should also be highlighted.

Authorized Signature [In full and initials]: ______________________

Name and Title of Signatory: ________________________________

Name of Bidder: ________________________________

Address: ________________________________
Form-6 CURRICULUM VITAE (CV) OF PROPOSED TEAM MEMBERS

Proposed Position:

Name of Team Member:

Designation:

Date of Birth:

Years with Firm/Entity: ... Nationality:

Membership of Professional Societies:

Detailed Task Assigned:

Key Qualifications: [Give an outline of team member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by team member on relevant previous assignments and give dates and locations. Use about half a page.]

Education: [Summarize college/university and other specialized education of team member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page]

Note:-
Personnel is to affix his recent photograph on first page of CV. Complete address and phone number of the Personnel is to be provided.
Document for proof of age is to be enclosed.

Document for proof of qualification is to be enclosed.

Age of the personnel shall not be more than 65 years.

Employment Record: [Starting with present position, list in reverse order every employment held. List all positions held by team member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three quarters of a page]

Languages: [For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification
I, the undersigned, certify to the best of my knowledge and belief that:

(i) This CV correctly describes my qualifications and my experience.

(ii) I am not employed by the Executing /Implementing Agency.

(iii) I am / I am not in regular full-time employment with the Consultant or the Sub-Consultant.

(iv) I am committed to undertake the assignment within the validity of Proposal.

Name & Signature of the Key Personnel

Name & signature of the authorized signatory
## Form-7 COMPOSITION OF THE TEAM AND TASKS OF TEAM MEMBERS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Present Designation</th>
<th>Number of years in Payroll of the bidder</th>
<th>Minimum Qualification and Experience Required (In Years)</th>
<th>Proposed Position</th>
<th>Task Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

We undertake that the professionals as mentioned above shall remain with the assignment till the end of contract. Any change in the above composition of personnel shall not be done without prior permission of DICGOH.

Name & signature of the authorized signatory
FROM: [Name of Bidder]
......................................................................

To

The Chief Executive Officer –cum- Director of Industries and Commerce, Haryana, First Floor, 30 Bays Building, Sector-17 C, Chandigarh-160017

Sub: Selection of Knowledge Partner for Investment Promotion, Policy Implementation and Business Climate Reforms Services

Dear Sir,

We, the undersigned, offer to provide the services as Knowledge Partner for An Investment Promotion Campaign of Haryana in accordance with your RFP. Our Financial Proposal for Assignment is for the sum of Rs..................... (in lacs). (Amount in words and figure) this amount is inclusive of all taxes including service tax.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Manpower</th>
<th>Man months A</th>
<th>Man Month rates B</th>
<th>Total C (A*B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>(Team member 1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>(Team member 2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>(Team member 3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>(Team member 4)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>(Team member 5)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>(Team member 6)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>(Team member 7)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal, as per RFP............................

2. The Financial Proposal is without any condition.

3. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), equipment, surveys, overhead charges viz. travelling, boarding and lodging (other than international road shows) and out of pocket expenses. The Financial Proposal is without any condition.

4. The offer price quoted by us is inclusive of all not specifically mentioned in the RFP document, but essential for successful completion of assignment.

5. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely “Prevention of Corruption Act 1988” We understand that you are not bound to accept any Proposal you receive.

6. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption in force in India.

7. These rates would be valid for the period of assignment and any additional manpower required would be provided on the above mentioned rates. These rates will also be used in case of subsequent reduction in manpower.

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of Bidder: Address:
FORM OF AGREEMENT

Draft of Agreement

AGREEMENT FOR SELECTION OF KNOWLEDGE PARTNER FOR LONG TERM INVESTMENT

PROMOTION PROGRAMME OF HARYANA

This AGREEMENT is made on the ______________ day of the month of ____________2015 between, Department of Industries & Commerce, Government of Haryana (DICGOH) having its office at First Floor, 30 Bays Building, Sector-17 C, Chandigarh-160017; India (hereinafter referred to as “DICGOH” which expression shall include its successors) of the first Part, and, M/s _______________________(hereinafter referred to as the “Knowledge Partner” which expression shall include its successors) of the Second Part.

Whereas, DICGOH has floated Request for Proposal No…………… on date--- ---.---/---/------ for Selection of Knowledge Partner for Long Term Investment Promotion Programme of Haryana as defined in RFP document (hereinafter referred to as the “Project”).

And whereas, the Knowledge Partner submitted its proposals for the aforesaid project, whereby the Knowledge Partner represented to the DICGOH that it had the required professional skills, and in the said proposals the Knowledge Partner also agreed to provide the Services to the DICGOH on the terms and conditions as set forth in the RFP and this Agreement;

And whereas the DICGOH, on acceptance of the aforesaid proposal of the Knowledge Partner, issued Letter of Award dated _________________________________(the “LOA”) to the Knowledge Partner.

NOW, This AGREEMENT witnesses as follows:-
1. Definitions

In this document, unless otherwise mentioned or expressed clearly, the terms Bidder would have meaning as given below:

1.1 “Bidder” means the organization which signs and submits the RFP document and bids for the contract and / or awarded the Contract “Selection of Knowledge Partner for Investment Promotion & Business Climate Reforms Services”.

1.2 “Committee” means Committee constituted by "Director, Directorate of Industries, Department of Industries & Commerce, Government of Haryana” in relation to this Process by whatever name and includes Authority officials. Technical Committee and Central Purchase Committee as appointed by the Authority, for the purpose of processing this RFP.

1.3 “Authority” means Director, Directorate of Industries, Department of Industries & Commerce, Government of Haryana, 30 Bays Building, Sector 17 B, Chandigarh, Haryana –160017

1.1 "Contract/ Agreement" means the Agreement entered into between the Authority and the Bidder as recorded in the Contract form signed by the Authority and the Bidder including all attachments and Appendix/ Annexes thereto, the RFP and all Annexes thereto and the agreed terms as set out in the proposal, all documents incorporated by reference therein and amendments and modifications to the above from time to time;

1.2 "Department" means Department of Industries & Commerce, Government of Haryana.

1.3 "Effective Date" means the date on which the Contract is signed and executed by the Authority and successful bidder.

1.4 “Penalty” means the financial deduction imposed due to violation of Contract, Breach of SLA or Failure to achieve the Standards of Service set in this RFP.

1.5 The word ‘Director’ in the declarations as mentioned in Appendix I (Page no. 59, point no. 13) refers to Directors by designation only
1.6 The word ‘Managers / Employees’. ‘Managers / Employees’ is restricted to the Engagement only

1.7 “Purchaser” Purchaser means Director, Directorate of Industries, shall be authorized person to act on behalf of Authority in reference to this RFP.


1.9 “Successful Bidder” The bidder who signs and submits the RFP document and bids for the contract and is awarded the bidder for “Selection of Knowledge Partner for Investment Promotion & Business Climate Reforms Services”.

1.2 All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.3 Any reference to “Clause” means clause of this agreement.

2. The following documents along with all addenda shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

   a) Agreement;
   b) Annexure of Agreement;
   c) RFP; and
   d) Letter of Award

2. The following documents in relation with the RFP shall be deemed to form and be read and construed as part of this Agreement viz.;

   a) Invitation for Proposals
   b) Scope of Work as defined in clause 3.3 of RFP document
   c) Instructions to Bidders
   d) Eligibility Criteria
   e) General Contract Conditions
   f) All Annexure, formats, amendments, supplements, corrigendum
3. The payment will be on actual work performed as per Financial bid received from the selected Knowledge Partner (Appendix A to this agreement) and the amount payable by DICGOH in favor of M/S [insert full name of the company/vendor] will be worked out as per terms of payment stated in the RFP.

4. The contract shall begin from the date of signing of the contract or as and when the Project would be assigned to the selected bidder.

5. The mutual rights and obligations of the Corporation and the selected bidder shall be as set forth in the Contract, in particular:

   a) the selected bidder shall carry out the services in accordance with the provisions of the Contract;
   b) the selected bidder shall provide professional, objective and impartial advice and at all times, hold the Corporation’s interest paramount, strictly avoid conflicts with other assignments/jobs, downstream projects or their corporate interests and act without any consideration for future work.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day, month and year first above written.

For and on behalf of Knowledge Partner:
(Signature of Authorized Representative)
(Name)
(Designation)
(Address)
(Phone, Fax Nos.)

For and on behalf of DICGOH:
(Signature of Representative)
(Name)
(Designation)
(Address)
(Phone, Fax Nos.)

Witnesses:
1. Signature Name Address
2. Signature Name Address
FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

1. IN consideration of the DICGOH (hereinafter called “the DICGOH”) having agreed to exempt ____________________________ (hereinafter called “the said Knowledge Partner”) from the demand, under the terms and conditions of an Agreement, dated____________________ made between DICGOH, having its office at First Floor, 30 Bays Building, Sector-17 C, Chandigarh; India and__________ for the project of An Investment Promotion Campaign of Haryana (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said Knowledge Partner of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs.____________________(Rupees __________ only) We, (indicate the name of the Bank),(hereinafter referred to as “the Bank”) at the request of .........................(Knowledge Partner) do hereby undertake to pay to the DICGOH an amount not exceeding Rs.____________________against any loss or damage caused to or suffered or would be caused to or suffered by the DICGOH by reason of any breach by the said Knowledge Partner of any of the terms or conditions contained in the said Agreement.

2. We (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DICGOH stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DICGOH by reason of breach by the said Knowledge Partner of any of the terms or conditions contained in the said Agreement or by reason of the Knowledge Partner failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.____________________.
3. We undertake to pay to the DICGOH any money so demanded notwithstanding any dispute or disputes raised by the Knowledge Partner in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Knowledge Partner shall have no claim against us for making such payment.

4. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DICGOH under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or DICGOH certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Knowledge Partner and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the_________________________we shall be discharged from all liability under this guarantee thereafter.

5. We, (indicate the name of bank) further agree with the DICGOH that the DICGOH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Knowledge Partner from time to time or to postpone for any time or from time to time any of the powers exercisable by the DICGOH against the Knowledge Partner and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Knowledge Partner or for any forbearance, act or commission on the part of the DICGOH or any indulgence by the DICGOH to the said Knowledge Partner or by any such matter or thing whatsoever which under the law
relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Knowledge Partner.

7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DICGOH in writing.

8. This guarantee shall be valid for a period of 30 months with effect from.............. (date of LOA).

Dated the ____________ day of ____________, 2019
for ________________________

(Indicate the name of Bank)
POWER OF ATTORNEY

Know all men by these presents, we_____________ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. ________________ (name and address of residence) who is presently employed with us and holding the position of ________________ 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 the Selection of Knowledge Partner for An Investment Promotion Campaign of Haryana including signing and submission of all documents and providing information/responses to DICGOH, representing us in all matters before DICGOH 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 always be deemed to have been done by us.

(Signature)
(Name, Title and Address)

I Accept __________________________ (Signature)
(Name, Title and Address of the Attorney)
Notes:
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 executant(s). Also, where 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 Knowledge Partner. In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by company secretary conveying such authority may be enclosed in lieu of the power of Attorney.