

**Selection of Consultant for Investment Commissioner  
of Mumbai**

**26/10/2018**

**NOTICE INVITING TENDER**  
**FOR**  
**Selection of Consultants for Investment Commissioner of Mumbai**

Investment Commissioner, Mumbai invites technical and financial proposal from reputed management consultancy firms of national and international repute for supporting the State of Bihar in Investment Promotion & Investment facilitation support.

The document can be downloaded from the website [www.investbihar.co.in](http://www.investbihar.co.in) Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The tender document cost of INR Rs. **5000.00 (Five Thousand)** is to be submitted vide demand draft on any Nationalized bank/ Scheduled Bank in favor of **Nivesh Ayukt, Mumbai** payable at **Patna**.

Issuer

Investment Commissioner, Mumbai

Address: Ground Floor, MTNL Building,  
BandraKurla Complex (BKC),Kurla West,  
Mumbai - 400098

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## **Disclaimer**

The information contained in this Request for Proposal (hereinafter referred to as "RFP") by Investment Commissioner Mumbai hereinafter referred to as THIS OFFICE, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

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

Investment Commissioner makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

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

## 1. Fact Sheet

| SN  | Particulars  | Details   |
|-----|--|---|
| 1.  | Tender availability on website                           | 26/10/2018  |
| 2.  | Last date for receiving queries                          | 15/11/2018  |
| 3.  | Proposal due date& time                                  | 16/11/2018 at 5:00 pm   |
| 4.  | Technical proposal opening                               | 19/11/2018  |
| 5.  | Technical presentation                                   | 19/11/2018  |
| 6.  | Financial bid opening                                    | 20/11/2018  |
| 7.  | Letter of award  | To be intimated to the Selected Bidder                              |
| 8.  | Start date   | To be intimated to the Selected Bidder                              |
| 9.  | Cost of Tender document (Demand Draft) – non- refundable | Rs. 5000.00(Five thousand) only.                                    |
| 10. | Performance Bank Guarantee                               | 10% of tender cost  |
| 11. | Website for Tender Documents                             | investbihar.co.in/industries.bih.nic.in                             |
| 12. | Contact Details for queries                              | Mr. Sushil Kumar<br>Dy. Investment Commissioner<br>Mob:- 9570710212 |

**Note:**

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

## 2. Background Information

### About Investment Commissioner, Mumbai

In order to promote Industrial Investment, Prepare the state for receiving funds, requirements of EODB & requirements of Make In India/ invest India. The office of investment commissioner has been created. Accordingly, the following roles are for Investment commissioner Mumbai.

- **Promotion of Industrial Investment**
- **Image building and location marketing**
  - Prepare Social media plan to promote industrial Investment.
  - Plan & prepare calendar of events/ Conferences / trade source/ Promotional events either in or outside of the state to host.
  - Prepare target list of specific companies for its proactive investment.
  - Advertise PR/ Mass mailing campaign for marketing Invest Bihar.
  - Assist industrial Units in acquiring requisite infrastructure facilities, land, water, power, natural gas, telecommunication, skilled manpower etc. by recommending to the concerned authorities after examining and evaluating their requirements.
- **Research and policy advocacy**
  - Prepare investor guide, marketing material in soft & hard formats.
  - Prepare list of Investible Projects.
  - Preparing comprehensive investment blue prints of thrust area such as special Economic Zones(SEZ) Auto and Engineering, Pharmaceuticals, Textiles , Gems & jewelry, Chemicals and Petrochemicals.
  - Preparation of Annual Plan.
  - Assistance for Cluster Development Programme with the help of institutions.
  - Policy and Incentive comparison and advocacy for competitive policies.
  - Identification of emerging investment areas in the state.
  - Review of existing investment promotion policy.
- **Information provision for investors**
  - Work proactively with other organizations such as Invest India, Chamber of Commerce (COC) etc. as a part of Investor activities. The Consultant should also engage in one to one meetings with potential investors with an objective of "Interest to invest" in to "decision to invest". Atleast one G2B meetings should be conducted every month.
  - Prepare Information on priority sectors.
  - Develop SOP for Investor enquiry.
  - Prepare Customer relationship management (CRM) to manage Investor information.
  - Fixing Investor appointment with heads of Department in Government of Bihar.
  - Organizing meetings with Industry Associations for resolving issues/ difficulties.
  - Maintain structured forms of dialogue with public authorities.
- **Investor Facilitation services**
  - Appoint dedicated points of contact for each priority to facilitate investor inquires.
  - Enter into service level agreement with outside agencies for responding to investor inquires.
  - Preparing status reports on approval and organizing review meetings.
  - Represent its Members and submit views and proposals to the authorities on their behalf.
  - Address queries raised by potential investors/supply necessary information (ongoing activities).

- The consultant will track and keep a record of each investor on a real time basis right from investment targeting through actual investment made and during implementation. A software for the same could also be procured by the client. Consultant shall be responsible for providing technical advisory support for the same.
- **Investment After care**
  - Liaison with existing investors/unit to facilitate scaling up investment through expansion/modernization/diversification.
  - Resolve issues affecting investment growth with the help of State Government.
- **Cluster development/fostering linkages between investors and local SMEs**
  - Lead generation and investment grounding by units that can serve as Anchor units for State SMEs
  - Networking and liaison with relevant support institutions for SME Development.
  - Prepare Cluster Diagnostic Reports for reviving existing clusters and attracting investment therein.

The Investment Commissioner shall prepare written strategic plan for investment promotion, identify key performance indicators, & regularly review performance against KPI's.

### 3. Eligibility Criteria

#### Eligibility requirements for the Consultant

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

| Criteria   | Requirements  | Documentary Evidence   |
|--|---|--|
|  | <b>Qualification Criteria</b>   |  |
| Legal Entity                                       | The bidder should be a single Business Entity.<br>For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 5 years in Business Consulting as of March 31, 2017. | Certificates of Registration/ Incorporation  |
| PAN and GST  | Agency should have PAN No. and GST No. in India   | Supporting documents   |
| Financial Capacity                                 | The bidder should have a minimum annual turnover of INR 10 Crore from Indian operations in business consulting services in each of the previous two financial years (FY 15-16 and 16-17)  | Certificate from statutory auditor/ audited financial statements for the three previous financial years. |
| Bidder Experience                                  | <ol style="list-style-type: none"> <li>Experience of work in at least three-government departments of any State.</li> <li>Have provided consultancy to atleast 10 corporate listed in National Stock Exchange (BSE/NSE).</li> </ol>   | Letter of Award and Completion Certificate   |
| Blacklisting                                       | The Bidder should not have been blacklisted/banned/debarred/under investigation by any State Government or Central Government entity / PSU  | Self-certification   |
| Employee Strength                                  | Minimum 200 employees in consulting division in India.  | Self-certification letter  |
| India Presence                                     | Should have offices in a minimum of 7 out of top 10 metro Cities in India.  | Self-certification letter with office locations clearly specified  |
| Consortia/Tie Ups/JVs / Subcontracting of any kind | Not permitted   | Would lead to automatic disqualification.  |



## 4. Instruction to the Bidders

### General Conditions of Contract

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

### Definitions

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

- a. "Bidder" means firm/company who submits proposal in response to this Request for Proposal document.
- b. "Consultant" means the firm/company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
- c. "Contract" means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
- d. "Personnel" means professional and support staff provided by the Consultant to perform services to execute an assignment and any part thereof.
- e. "Proposal" means proposal submitted by bidders in response to the RFP issued by the Investment Commissioner, Mumbai.
- f. "Services" means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Investment Commissioner, Mumbai.

### Compliant Tenders/ Completeness of Response

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

### Pre-bid meeting & Clarifications

- Bidders Queries
- a. THIS OFFICE shall invite queries from bidders as per the details mentioned in the Fact Sheet of this document.

- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach THIS OFFICE by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact.
- c. Sheet of this document through the e-mail of only authorized representative of the bidder. The queries should necessarily be submitted in the following format:

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

- d. THIS OFFICE shall not be responsible for ensuring that the bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by the THIS OFFICE.
- e. The purpose of query clarification is to provide the bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, ‘THIS OFFICE’ reserves the right to hold or re-schedule the Pre-Bid meeting.

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

- a. The Officer notified by the Investment Commissioner Mumbai will endeavor to provide timely response to the queries. However, THIS OFFICE makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does THIS OFFICE undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, THIS OFFICE may, for any reason, whether through its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on website [www.investbihar.co.in](http://www.investbihar.co.in).
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, THIS OFFICE may, at its discretion, extend the last date for the receipt of Proposals.

**Key Requirements of the Bid**

- **Right to terminate the process**

- a. THIS OFFICE may terminate the RFP process at any time without assigning any reason. THIS OFFICE makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by THIS OFFICE. The bidders’ participation in this process may result in THIS OFFICE selecting the bidder to engage towards execution of the contract.

- **RFP Document Fees and EMD**

- a. RFP document can be downloaded from the website..... Document submission fee in form of bank demand draft of INR ..... and EMD of INR.....drawn in favor of .....from any nationalized bank/scheduled bank.
- b. The demand draft of RFP document fees should be submitted along with the Proposal of the interested bidders. Proposals received without or with inadequate RFP Document fees shall be rejected.

- **Submission of Responses**

- a. Technical Cover (containing)
  - i. Bid Document Fees & EMD (in a separate sealed envelope)
  - ii. Technical Proposal (in a separate sealed envelope)
- b. Financial Proposal (containing)
  - i. Cover Letter
  - ii. Financial proposal

- **Authentication of Bids**

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

## **Preparation and submission of proposals**

- **Proposal preparation cost**

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

- **Language**

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

- **Late Bids**

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

#### 4.7 Evaluation Process

- a. THIS OFFICE shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection.
- b. The decision of the THIS OFFICE in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of evaluation with the Committee.
- c. THIS OFFICE may ask for meetings with the Bidders to seek clarifications on their proposals.
- d. THIS OFFICE reserves the right to reject any or all proposals on the basis of any deviations.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection section'.

#### Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by THIS OFFICE, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of This Office from the tendering firms to identify their bonafide for attending the opening of the proposal.

#### Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the date of submission of Tender.

#### Tender Evaluation

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

#### Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to THIS OFFICE.
- b. Subsequent to submission of the bids, no modification/s shall be allowed.
- c. The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids and the expiry of the proposal validity period specified in the Proposal.

#### Proposal Forms

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

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

#### Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.

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

### Contacting Investment Commissioner Mumbai

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

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

### Eligibility Criteria

The bidder shall meet the criteria for eligibility mentioned in the Tender document. Any kind of consortium will not be permitted.

### Tentative Schedule of Events

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

### Opening of Proposal

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

- a. Technical Cover
- b. Financial Cover

### Deciding Award of Contract

- a. The OFFICE reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to THIS OFFICE and its appointed representative on the date asked for, at no cost to the OFFICE. The OFFICE may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. THIS OFFICE shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. THIS OFFICE shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The bidder's name, the Proposal Price, the total amount of each proposal and other such details as This Office may consider appropriate, will be announced and recorded by THIS OFFICE at the opening of bid.
- d. After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with THIS OFFICE.

- e. Special Condition for Awarding the Agreement:
  - i. THIS OFFICE shall sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
  - ii. THIS OFFICE may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
  - iii. THIS OFFICE will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
  - iv. THIS OFFICE will have the right to ask for additional Team members beyond what has been specified in this RFP.

### Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the contract.

### Publicity

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

### Execution of the Agreement

After acknowledgement of the LoA by the selected bidder, a performance security of .....% of contract value has to deposited in the form of FDR/TDR/DD/BG of any nationalized in the name of....., for a Period of .....and shall sign the Agreement with in Twenty one days from the issue of LoA. Agreement is extendable for a period of one year at an additional cost of 10% at the discretion of THIS OFFICE and upon satisfactory performance of the consultant.

### Performance Guarantee

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

### Duration of Contract

The CONTRACT shall initially be valid for a period of 12 Months from the date of signing of Agreement. THIS OFFICE may extend the Agreement; the fee for the same will be decided on mutual agreement.

## Deployment of Team

15 days from the award of contract

## Terms and Conditions: Applicable Post Award of Contract

### Termination Clause

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

#### 4. 20.1.1 Termination for Default

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

#### .1.2 Termination for Insolvency

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

#### 4.20.1.3 Termination for Convenience

- a. In such case, THIS OFFICE will pay for all the pending invoices as well as the work done till that date by the Consultant.
- b. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract, if any, due to such termination.
- c. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

#### 4. 20.1.4 Termination by THIS OFFICE

- a. THIS OFFICE may, by not less than 30 days written notice of termination to the Consultant, (such events notice to be given after the occurrence of any of the events), terminate this Agreement if:
  - i. The Technical Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such



notice of suspension or within such further period as THIS OFFICE may have subsequently granted in writing;

- ii. The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
  - iii. The Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. The Consultant submits to THIS OFFICE a statement which has a material effect on the rights, obligations or interests of THIS OFFICE and which the Technical Consultant knows to be false;
- b. Any document, information, data or statement submitted by the bidder in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days
  - c. If THIS OFFICE would like to terminate the contract for reasons not attributable to the Consultant performance, they will need to clear all invoices for the services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
  - d. If THIS OFFICE would like to terminate the contract for reasons attributable related to the Consultant's performance, the government will give a rectification notice for 3 months to consultant in writing with specific observations and instructions.

#### *.1.5 Termination by Consultant*

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

#### *4. 20.1.6 Consequences of Termination*

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

#### *Liquidated Damages*



- a. Notwithstanding THIS OFFICE's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. No Damage will be charged in case of delay caused due to force measure, beyond control of the bidder.
- b. Please note that the above liquidated damages for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. THIS OFFICE reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by THIS OFFICE to the bidder. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of Liquidated Damages (LD) for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total contract value. The aggregate liability of the Consultant shall in no event exceed the total value of the fee received under this contract.

### Dispute Resolution Mechanism

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

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

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Mumbai and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

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

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

### Notices

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

### Force Majeure

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

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

such a cause, notify the other in writing of such causes. The bidder or THIS OFFICE shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality etc. shall survive termination of the contract.

#### Failure to agree with Terms and Conditions of the RFP

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

#### Onsite Deployment

All the team members at consultant level of the proposed team should be stationed in Mumbai/Patna for the entire project period.

#### Contract Performance Security

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

#### Statutory Requirements

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/or rules/regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep THIS OFFICE indemnified in this regard.

#### Contract administration

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

meetings and circulate to THIS OFFICE.

### Right of Monitoring, Inspection and Periodic Audit

THIS OFFICE reserves the right to inspect and monitor/assess the progress/performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. THIS OFFICE may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. THIS OFFICE shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by THIS OFFICE and the Selected Bidder undertakes to cooperate with and provide to THIS OFFICE/ any other Consultant/ Agency appointed by THIS OFFICE, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which THIS OFFICE may, without prejudice to any other rights that it may have, issue a notice of default.

### This OFFICE's Obligations

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

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

THIS OFFICE shall provide functional office space to the Project Team in its premises equipped with Internet and Printer etc. facilities.

### Information Security

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

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

### Indemnity

The Selected Bidder shall execute and furnish to THIS OFFICE, a Deed of Indemnity in favor of the .....form and manner acceptable to THIS OFFICE, indemnifying THIS OFFICE from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/Third Party.
- c. The indemnity shall be to the extent of 10% of Contract value drawn in favor of THIS OFFICE.

### Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so- ever throughout the period of the engagement. THIS OFFICE however reserves the right to review and negotiate the charges payable.

### Special Conditions of Contract

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

## Payment Schedule

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

TA/DA Rules and expense related to travel outside Mumbai shall be reimbursed by This Office, in such cases where arrangements are not being made by THIS OFFICE:

- a. To claim reimbursement, resources needs to submit the Travel Expense Claim to THIS OFFICE along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving This Office within two weeks from the date of return from the trip
- b. Submission of hotel bills is mandatory with the Travel Expense Claim
- c. For local travel during official visit within Mumbai/Patna, Consultants will make their own arrangements.
- d. Team members should have their own laptops and other peripherals including mobile phone.
- e. The Invoice shall be submitted after every Month for fixed resources. The payment will be made within 15 days after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to THIS OFFICE.
- f. For additional resources (deployed during the project), payment shall be made on monthly basis.

## Dispute Resolution

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

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

- a. In the case of a dispute or difference arising between THIS OFFICE and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of Arbitrator as indicated in this RFP. The award of the Arbitrator shall be final and binding on the parties.
- b. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- c. The venue of arbitration shall be the Mumbai, India.
- d. THIS OFFICE may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause.

## Continuance of the Contract:

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

## Conflict of interest

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

## Severance

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

## Governing Language

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

## “No Claim” Certificate

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

## Publicity

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

## Force Majeure

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

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

## General

### Relationship between the Parties

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

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

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

### No Assignment

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

### Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this

Contract and in relation to confidentiality, the obligations continue to apply unless THIS OFFICE notifies the Selected Bidder of its release from those obligations.

### Entire Contract

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

### Governing Law

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

### Jurisdiction of Courts

The High Court of India at Mumbai, Maharashtra has exclusive jurisdiction to determine any proceeding in relation to the Contract.

### Compliance with Laws

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

### Notices

A “notice” means:

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

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

Investment Commissioner, Mumbai  
Address: Ground Floor, MTNL Building,  
BandraKurla Complex, Kurla West,  
Mumbai- 400098

Website: [www.investbihar.co.in](http://www.investbihar.co.in)

E-mail: [ic.mumbai-bih@gov.in](mailto:ic.mumbai-bih@gov.in)

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

### Waiver

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

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

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

### Modification



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

### Taxes

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

### Application

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

### Fraud and Corrupt Practices

#### Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, THIS OFFICE shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, THIS OFFICE shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the This Office for, inter alia, time, cost and effort of This Office, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- b. Without prejudice to the rights of THIS OFFICE under Clause above and the rights and remedies which THIS OFFICE may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by This Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by THIS OFFICE during a period of <period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by THIS OFFICE to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of THIS OFFICE who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of THIS OFFICE, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of THIS OFFICE in relation to any matter concerning the Project;
  - ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly,

any persons or property to influence any person's participation or action in the Selection Process;

- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by THIS OFFICE with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### Arbitration

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

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

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



## 5. Scope of Work

The Scope of Work for the proposed engagement will be as follows:

1. Assistance to Investment Commissioner in Promotion of industrial investment in the Bihar State
2. Assisting in Image building and location marketing
3. Assistance in Research and policy advocacy
4. Assistance in Information provision for investors
5. Assistance in Investor Facilitation services
6. Assistance in Investment Aftercare
7. Assistance in Cluster development / fostering linkages between investors and local SMEs
8. Coordination and meetings with various governmental authorities on behalf of Investors and Investment Commissioner, Mumbai as representative
9. Assistance to the Investment Commissioner in all types of activities assigned by him

It should be noted that above-mentioned scope of work is not fix and it is indicative. Investment Commissioner can ask to provide other consultancy as required during contract period.

### 5A. Work Duration

Initial period of assignment will be 12 months and after completion of this period, management can extend further period as required on the basis of performance of the consultant upto a maximum period of one year.

## 6. Team Composition

The team for the engagement should comprise the following:

| SN | Position           | Number | Experience   | Deployment  |
|----|--------------------|--------|--|---|
| 1  | Consultants        | 3      | MBA/ Post graduate (Economics)/ CA/ CFS with minimum 6 years of experience in similar projects - policy preparation, marketing | Full time at Mumbai-3                             |
| 2  | Support Executives | 2      | Graduate in any discipline with proficiency in computer<br>Preference shall be given to candidates knowing English shorthand.  | Full time at Mumbai – 1<br>Full time at Patna - 1 |

If at any point in time, the THIS OFFICE feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 weeks.

Further, the team shall be deployed within 15 days from the award of contract.

## 7. Evaluation and Selection

### Technical Evaluation

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

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

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

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

- a. THIS OFFICE will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. THIS OFFICE may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/implementation of the project including management period.
- d. Proposal shall be opened in the presence of bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
  - i. Preliminary Examination of Pre-qualification/Eligibility Criteria documents: The Prequalification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and will not be considered further.
  - ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:
    - Supporting document is to be submitted in Technical Cover.
    - Supporting document should clearly indicate value of the completed/on-going project and scope of work/services should be clearly highlighted.
    - In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
    - Bidders failing to comply any of the above then the Bid shall be summarily rejected.

| <b>SN</b> | <b>Technical Proposal Evaluation Parameters</b>   | <b>Max Score</b> | <b>Supporting Documents</b>   |
|-----------|---|------------------|---|
| <b>A</b>  | <b>Project Experience</b>   | <b>40</b>        |   |
| A-1       | Financial Capacity (Turnover )of the Agency<br>More than 5 Crore but up to 10 Crore- 60% (9 Marks).<br>More than 10 Crore but up to 15 Crore- 80% (12 Marks)<br>More than 15 Crore- 100% (15 Marks) | <b>15</b>        | Audited Balance Sheet   |
| A-2       | Experience in Similar Project of minimum value<br>Rs.25 lacs each.<br>Each Project: 5 marks<br>Maximum of 15 marks  | <b>25</b>        | Letter of Award/ Certificate from the Client showing the time period and contract value |
| <b>B</b>  | <b>Approach &amp; Methodology</b>   | <b>20</b>        |   |
| <b>C</b>  | <b>Team (5 Marks for each consultant)</b>   | <b>20</b>        |   |
| <b>D</b>  | <b>Technical Presentation</b>   | <b>20</b>        |   |
|           | <b>Total</b>  | <b>100</b>       |   |

### Financial Evaluation

Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and L1 shall be selected.

## 8. Annexure's

### Annexure I: Proposal Covering Letter

Date:

To,  
Investment Commissioner  
Mumbai, Maharashtra, India

Dear Sir,

We ..... (Name of the bidder) hereby submit our proposal in response to notice inviting tender date ..... and confirm that :

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 90 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices by any of the Government agencies.
6. We are submitting our eligibility, technical and financial bid documents along with Tender cost.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the bidder (firm etc.)

## Annexure II: Financial Proposal Format

To,  
Investment Commissioner  
Mumbai, Maharashtra, India

**Subject:** Selection of Consultant for Investment Commissioner, Mumbai

Sir,

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

|                         | Figures | Word |
|-------------------------|---------|------|
| <b>Professional fee</b> |         |      |
| <b>Taxes</b>            |         |      |
| <b>Total fee</b>        |         |      |

The blended man month rate is given in FIN-2.

Notes

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

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

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

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

Yours sincerely,

Authorized Signature {In full and initials):

Name and Title of Signatory:

**FIN 2: PERSONNEL INPUTS AND PROFESSIONAL FEE RATES**

| <b>Sl. No</b> | <b>Name</b>      | <b>Position</b> | <b>Employment Status</b> | <b>Input Months</b> | <b>Rate (INR)</b> | <b>Cost (INR)</b> |
|---------------|------------------|-----------------|--------------------------|---------------------|-------------------|-------------------|
|               |                  |                 |                          |                     |                   |                   |
|               |                  |                 |                          |                     |                   |                   |
|               |                  |                 |                          |                     |                   |                   |
|               |                  |                 |                          |                     |                   |                   |
|               |                  |                 |                          |                     |                   |                   |
|               | <b>TOTAL (A)</b> |                 |                          |                     |                   |                   |

### Annexure III: Format for Professional Experience Citations

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

## Appendix IV: Format for Curriculum Vitae (CV) of Key Staff

|  |               |    |         |               |
|--|---------------|----|---------|---------------|
| Photo  | 1. Name:      |    |         |               |
|  | 2. Position:  |    |         |               |
|  | 3. D.O.B:     |    |         |               |
|  | 4. Education: |    |         |               |
| 5. Employment Record   | From          | To | Company | Position Held |
|  |               |    |         |               |
|  |               |    |         |               |
|  |               |    |         |               |
|  |               |    |         |               |
| 6. Brief Profile   |               |    |         |               |
| 7. Countries of Work Experience  |               |    |         |               |
| 8. Languages (Read & Write)  |               |    |         |               |
| Representative Projects  |               |    |         |               |
| Nature of Work:<br>Year:<br>Location:<br>Company:<br>Position Held:<br>Main Features:<br>Activities Performed: |               |    |         |               |
| Nature of Work:<br>Year:<br>Location:  |               |    |         |               |



|                       |       |
|-----------------------|-------|
| Company:              |       |
| Position Held:        |       |
| Main Features:        |       |
| Activities Performed: |       |
|                       | Name: |
| Signature:            |       |

Appendix V: Format for Composition of Team and Tasks of Team Members

| Sr. No. | Name | Qualification and Experience Required (in Years) | Proposed Position | Task Assigned |
|---------|------|--|-------------------|---------------|
|         |      |  |                   |               |
|         |      |  |                   |               |
|         |      |  |                   |               |
|         |      |  |                   |               |

## Annexure VII: Technical Proposal Submission Form

TP-1 Technical Proposal Submission Form/Declaration

TP-2 Consultant's Organization and Confirmation to eligibility criteria

TP-3 Consultant's experience for Technical Evaluation

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

TP-5 Team Composition

TP-6 Curriculum Vitae (CV) for Key Staff